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EFFECTIVE: July 5/93
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No. OF EMPLOYEES: 231

COLLECTIVE AGREEMENT

between

CHATEAU LAURIER

and

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL HOMERS

Governing employees of

CHATEAU LAURIER
Ottawa, Ontario

Expires : December 31, 1995

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ARTICLE 1

SCOPE

- 1.1 The provisions of this Agreement shall apply to employees of the Chateau Laurier Hotel, Ottawa, Ontario, holding positions coming within the classifications listed in Schedule "A" hereof and to employees who are assigned to positions within classifications similar in kind or class to those listed in Schedule "A" which might be created during the term of this Agreement.
- 1.2 The provisions of this Agreement shall not apply to persons employed in classifications listed in Schedule "B" hereof or to persons assigned to classifications similar in kind or class to those listed in Schedule "B" hereof which might be created during the term of this Agreement.

ARTICLE 2

DEFINITIO

2.1 For the purpose of this Agreement:

- (a) **"Employee"** means a full-time or a part-time person holding seniority under the terms of this Agreement. Where the male gender is used in this Agreement, it will be understood to include ~~the~~ female gender.
- (b) **"Full-time employee"*** means a person scheduled for eight **(8)** hours in a day and forty **(40)** hours in a week or as otherwise provided in Article 5.12.
- (c) **"Part-time employee"*** means a person scheduled less than eight **(8)** hours a day and forty **(40)** hours in a week except as provided in Article 5.12.
- (d) **"Company"** means the Chateau Laurier.
- (e) **"Brotherhood"** means the Canadian Brotherhood of Railway, Transport and General Workers.
- (f) A **"scheduled"** position means a position coming within the scope of this Agreement.
- (g) (1991) An **"excepted"** position means a position in the Company which is excluded from the scope of this Agreement or covered under the Banquet Agreement.
- (h) **"Qualifications"** means sufficient ability to perform the duties of a position, including general appearance and aptitude to meet and handle the public, where required.
- (i) **"Temporary vacancy"**** is a vacancy in a scheduled position which is created by the temporary absence from duty, or temporary assignment elsewhere, of the regularly-assigned employee.
- (j) **"Qualified employee"** shall mean an employee possessing qualifications as defined in (h).

(k) "Temporary position" is a position within a classification as provided in Article 1 lasting for a period of time not less than sixty (60) working days on a continuous basis for a specific program.

(1) (1991) "Work week" shall be defined as starting at 0:01hr on Friday and ending at 24:00hr on the following Thursday.

4.5

ARTICLE 3

DEDUCTION OF DUES

- 3.1 (993) Th Company shall deduct n each pay period from wages due and payable to all employees covered by this Agreement an amount equivalent to the uniform dues of the Brotherhood subject to the conditions and exceptions set forth hereunder.

The Company shall indicate on the T-4 slip, the yearly dues deduction.

- 3.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Brotherhood and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement, excepting to conform with a change in the amount of regular dues of the Brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Brotherhood of the amount of regular monthly dues.
- 3.3 Employees filling excepted positions shall be excepted from dues deduction.
- 3.4 Membership in the Brotherhood shall be available to any employee eligible under the constitution of the Brotherhood on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Brotherhood. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 3.5 Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service in a scheduled position.
- 3.6 (1993) If the wages of an employee payable on a pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such pay period. The Company shall not, because the employee did not have sufficient wages payable to him on any pay period, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.

- 3.7 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 3.8 (1993) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Brotherhood no later than fifteen (15) calendar days into the following month.
- 3.9 The Company shall not be responsible financially or otherwise either to the Brotherhood or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee within a mutually agree payment schedule. In the event of any mistake by the Company in the amount of its remittance to the Brotherhood, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer or officers of the Brotherhood.
- 3.10 The question of what, if any, compensation shall be paid the Company by the Brotherhood signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- 3.11 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence, except that if at the request of the Brotherhood counsel fees are incurred, these shall be borne by the Brotherhood. Save as aforesaid, the Brotherhood shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

E

ARTICLE 4

SENIORITY

- 4.1 (1991) One seniority list for full-time employees and one seniority list for part-time employees shall be maintained for each Group mentioned in Schedule "A" hereto. The name of a person or an employee shall be placed on the appropriate seniority list for a Group immediately upon being employed on a scheduled position within that Group. 4.3
- 4.2 (1991) Seniority lists of each seniority Group shall be posted by the Company on May 1st and November 1st of each year. Such lists shall show for each employee: name, position and date from which seniority is accumulated. The Company shall furnish the Accredited Representative and the Local Chairperson of the Brotherhood with copies of each list.
- 4.3 Part-time employees shall accumulate seniority based on a prorata system, i.e. 40 hours equal one week and 2088 hours equal one year.
- An up-dated list of hours worked by part-time employees will be made available to the Local Chairperson, on a monthly basis, by the Human Resources Department.
- 4.4 Errors made to the seniority list during its compilation shall be corrected by the Local Representative and the Human Resources Department within thirty (30) calendar days after the date of posting. If no error is reported after two (2) consecutive postings without correction, the seniority date shall become permanent.
- 4.5 (1991) The name of an employee who has been or is appointed from a scheduled position to employment in an excepted position shall be retained on the seniority list of the seniority Group from which he was appointed and such employees shall continue to accumulate seniority for a period of **six** (6) months.

4.6 (1991) An employee so promoted when released may within five (5) working days from such a release from an excepted position, return to his former position providing his position is not occupied by a senior employee. He may alternatively exercise his seniority right to any position in his seniority Group which he is qualified to fill and which was bulletined during the time he occupied such an excepted position.

Such employee shall also have the right to return to his former seniority Group if he so desires during the six (6) month period in which he was promoted providing he serves a thirty (30) day notice in writing to the Director, Human Resources or his/her representative not later than six (6) months from the date of his promotion after which time his name shall be removed from the seniority list.

4.7 Lay-off situations shall be governed by all of Part XII of the Ontario Employment Standards Act, and the Company shall furnish up-dated copies to the Executive Officers and said copy shall be posted on the bulletin board.

4.8 (1991) When reducing forces, senior qualified employees will be permitted to exercise their seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee within their respective Group.

4.9 (1991) A displaced employee or one whose position is abolished shall, provided he/she has completed his/her probationary period and has the qualifications to perform the work, exercise his/her seniority in the following manner:

- (a) within his/her present classification, failing which,
- (b) within his/her present Group, failing which
- (c) within his/her previous seniority Group, failing which,

4.09 (Cont'd)

(d) may exercise his/her seniority within any other Group covered by the Main Agreement,

or

may exercise his/her seniority to a position covered by the Banquet Agreement, at which time he/she shall be governed by said Banquet Agreement,

or

hold himself/herself available for part-time employment,

or

take a lay-off.

For the purpose of the application of clause 4.9, seniority date will be the last date of hire.

An employee shall notify the Company of his/her choice of one of the foregoing, contained in d), within five (5) calendar days from the date of his/her notice of layoff, failing which he/she shall forfeit his/her seniority.

- 4.10 When an employee is on leave of absence, or vacation, granted by the Company, on the date of his displacement or the abolition of his position, the time limits established in Article 4.9 shall apply from the date of his return to work.
- 4.11 To be eligible for recall, a laid-off employee must keep the Director, Human Resources or his/her representative informed of his current address.
- 4.12 Notwithstanding the provisions of Clause 4.13, a laid-off employee who fails to report for duty after receiving notification by registered letter, with copy to be forwarded to the Local Chairperson, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of the date of such notification, shall forfeit his seniority rights and his name shall be removed from the seniority list.

- 4.13 (1993) A laid-off employee who is otherwise employed outside of the bargaining unit at the time of recall may, without loss of seniority refuse recall to a position within his classification of less than ninety (90) days' duration, or a position outside his classification for any duration, provided that another junior qualified laid-off employee is available. **An** employee, as a result of the application of the present clause, having refused a recall shall not be entitled to submit a grievance, following the recall of another employee. *6.8
- 4.14 All full-time employees shall be considered senior to any part-time employees when permanent vacancies or positions are bulletined in accordance with the provisions of Article 5 .
- 4.15 (1991) A laid-off employee having the qualifications shall be given preference of employment in filling new positions or vacancies in other than his own seniority Group when no qualified laid-off employee is available in such Group. An employee engaged under this Article in another seniority Group will accumulate seniority in such Group only from the date he starts work therein.
- 4.16 (1991) Seniority rights relating to part-time employees shall be as follows:
- (a) A part-time qualified employee shall be given preference to full-time vacancies or positions arising in his/her department over part-time employees in other departments.
 - (b) A part-time employee taking such vacancy will accumulate full-time seniority within the Group only from the date he/she started work therein. Said. employee shall retain his part-time seniority until such time as he/she subsequently exercise his/her seniority to another full-time position in another seniority Group.
- 4.17 A part-time employee having been given **at least** twenty-four (24) hours' notice of employment who refuses two (2) consecutive calls without bona fide reasons shall forfeit his seniority.

4.18 (1993) Within any particular classification within a department, preference shall be given in accordance with seniority as to allocation of days off, shifts, holidays and the like, subject to the employee exercising seniority having the required qualifications.

NOTE: This clause is not to be used for the purpose of circumventing assigned shifts and days off which are indicated on bulletins as per clauses 5.5 (e) and 5.5 (f).

4.19 (1993) An employee shall lose all seniority rights and his/her employment shall be deemed to have terminated if:

- (a) he/she resigns;
- (b) he/she is dismissed for just cause;
- (c) an employee is laid off or his/her position is abolished and fails to exercise his/her seniority;
- (d) while on lay-off, an employee is not recalled to duty for a period of time equal to the length of his/her continuous service, in any event this period shall not exceed thirty-five (35) weeks;
- (e) an employee is absent for three (3) consecutive days or more without a valid and justifiable reason;
- (f) he/she has been absent for more than twelve (12) months owing to illness or an accident;

ARTICLE 5

BULLETINING OF POSITIONS

- 5.1 (1993) Appointments under the provisions of this Article shall be made by the appropriate supervisory officer of the Company on the basis of the qualifications and seniority of the applicant. The Company will be the judge of qualifications, subject to the right of appeal by a disqualified applicant ~~in~~ accordance with the Grievance Procedure.
- 5.2 (1991) In the case of a vacancy whether of an established or new position of more than fifteen (15) working days anticipated duration, the following procedure shall apply:
- (a) the vacancy shall be made known to all employees in the Group by posting a notice, in advance, and in any event not less than five (5) calendar days;
 - (b) the position(s) remaining unfilled shall be bulletined to all hotel employees.

It is understood that bulletining of the vacancies as stated in a) or b) above may proceed at the same time.

Any bulletining shall be prominently displayed on a board made accessible to all employees concerned for not less than five (5) calendar days.

Provided that applicants have the qualifications and seniority, the filling of such vacancy shall be made in accordance with the provisions of Clause 5.6 or Clause 5.7 whichever one is applicable.

As soon as the successful applicant is awarded the position, the Local Chairperson will be supplied with a copy of each bulletin as well as a list of applicants.

5.3 (1991) Notwithstanding the provisions of Article 5.2, within any particular classification within a department, preference shall be given to qualified employees in order of seniority desiring vacancies having more than three (3) days' but less than fifteen (15) days' anticipated duration whenever such vacancies represent increased potential earnings or a clear change of shift for the employee, providing there are sufficient personnel to cover the operation and that no overtime is incurred due to such a move.

In the case of vacancies of less than three (3) days' anticipated duration within a department, changes shall be made in accordance with the above only when such changes can be made within the scope of staff scheduled for work at the time or if such changes do not adversely affect service to the guests.

5.4 (1991) A full-time position shall be declared vacant and a notice posted in the Department concerned, and shall be filled based on the qualifications and seniority of the applicant(s) of said Department. Once the first said vacant position has been filled, all subsequent vacancies will be adjusted within the Department in accordance with qualifications and seniority, when:

- (a) the regularly-assigned hours of work are changed two (2) hours or more on a permanent basis, except as provided in note hereto:

Note: When it is necessary to change the hours of assignment two (2) hours or more for short temporary periods not exceeding ten (10) working days, an employee of the housekeeping or maintenance departments who is required to perform duties which cannot be conducted during normal working hours in public rooms and/or areas, the employee affected shall be given thirty-six (36) hours' notice and notice of positions need not be posted. Such temporary period of ten (10) working days may be extended by mutual agreement. If the required thirty six (36) hours' notice is not given, the employee affected shall be paid one and one-half times his hourly rate for the first shift of the next assignment and his hourly rate thereafter until the completion of the assignment.

- (b) regularly assigned days off changed.

5.4 (Cont'd)

- (c) the rate of any classification is changed other than a change pursuant to the provisions of Article 10.5.

Furthermore the provisions contained under Clause 5.2 shall only apply when all departmental adjustments have been made and a position remains vacant.

5.5 Each notice posted or bulletin shall show:

- (a) Descriptive classification;
- (b) Rate of pay;
- (c) Effective date;
- (d) If temporary, approximate duration;
- * (e) Assigned days off;
- * (f) Hours of assignment.

* Shall only be shown on bulletin when known.

5.6 Employees desiring such positions shall within the five (5) calendar days of the notice posted make application to the Director, Human Resources or his/her representative for the vacancy. When bulletined, such application shall be in writing and shall set out the employee's qualifications for the vacancy. The name of the successful applicant shall be bulletined forthwith and shall remain bulletined for at least five (5) calendar days. Upon request, the company will furnish the employee with a copy of the application form.

5.7 If no application is received from a qualified employee in the seniority group of the notice or bulletined positions, applications from employees in other group shall be given preference in filling the position. A successful applicant shall retain his original seniority and shall accumulate seniority in the group to which he transferred from the date of assuming the position and if released or displaced from the position shall, within five (5) calendar days, provided he has the qualifications to perform the work, either:

- (a) return to his former group displacing a junior employee, or
- (b) displace a junior employee in his present group.

Having once changed positions, the employee shall only retain seniority in the group into which he changed and, additionally, he will not be allowed to apply for a posted or bulletined position in his previous group unless released or displaced or unless no application is received from the seniority group in question.

5.8 An employee will not be allowed to accumulate seniority in more than two (2) groups at the same time. Seniority may therefore be accumulated in the seniority group in which the employee transferred and he shall retain his seniority in the immediate seniority group from which he transferred.

In the application of clause 5.8 only, the Banquet Department shall be considered a Group, should an employee exercise his/her seniority right in accordance with clause 4.9 of the Main Agreement or clause 11.7 of the Banquet Agreement.

5.9 (1991) Upon the expiration of a temporary assignment in his own seniority group, an employee so assigned shall be returned to his regularly assigned position.

5.10 An employee, who is assigned to a position by notice or bulletin, will receive a full explanation and will be shown the duties of the position and must demonstrate his ability to satisfactorily perform the work within a reasonable probationary period of up to thirty (30) working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his ability to satisfactorily perform the work, the employee shall be returned to his former position without loss of seniority.

- 5.11 An employee returning to his former position from leave of absence or vacation may within five (5) calendar days exercise his seniority rights to any vacancy posted or bulletined during his leave of absence or vacation, provided he has the qualifications to perform the work.
- 5.12 Subject to Article 5.3, whenever operating conditions require the reduction of a regular shift from eight (8) hours to not less than six (6) hours per day and forty (40) hours to not less than thirty (30) hours per week, the employee affected by the change will retain his full-time employee status. Additionally, any other person appointed to such an assignment will be considered as a full-time employee. Those employees so affected may exercise their seniority in their group by displacing a junior employee.
- 5.13 Temporary positions and temporary vacancies of known duration for more than sixty (60) working days shall be filled as provided for in this Article.

ARTICLE 6

HOURS OF WORK

- 6.1 Except **as** otherwise provided in this Article, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work, and an assignment of forty (40) hours at the regular rate of pay shall constitute a week's work and times worked in excess of those amounts shall constitute overtime work. ^{6.1}

This provision is not to be interpreted as a weekly or daily guarantee of hours and/or of days of work.

- 6.2 (1991) When conditions warrant, split shift assignments may be established where work is intermittent; i.e. having periods of more than one (1) hour during a normal assignment when service would not be required. This rule may be applied only to staff of the department(s) of the following group(s) 1, 2, 4, 6 & 8.
- 6.3 Split shift assignments will be confined to not more than two (2) tours of duty, a total of eight (8) hours' work within a spread of twelve (12) consecutive hours in any day.
- 6.4 Effective upon the signing of this Agreement, all employees required to work a split shift shall be compensated by means of a differential amounting to two (2) dollars and twenty-five cents (\$2.25) per day.
- 6.5 When a meal period is allowed on an assignment, it shall not be less than thirty (30) minutes; nor shall it be more than one (1) hour unless mutually arranged.
- 6.6 An employee shall not be assigned a meal period between 10:00 p.m. and 6:00 a.m., except by mutual arrangement between his supervisory officer and the Local Chairperson. However, the Company shall supply a free meal and the provisions of Article 6.7 shall apply.
- 6.7 The Company may establish daily assignments of six (6) consecutive hours or more, without a meal period; provided, however, that in such case, twenty (20) minutes eating time shall be granted without deduction from pay.

6.8 The starting time of a full-time employee shall be the same, as far as possible, on all days of the week and the regular starting time shall not be changed without at least thirty-six (36) hours verbal notice to the employee affected subject, however, to the provisions of Article 5.4. If the required thirty-six (36) hours notice is not given, the employee affected shall be paid one and one-half times his hourly rate for the first shift of the next assignment and his hourly rate thereafter until the completion of his assignment.

Notwithstanding the above, a twelve (12) hour verbal notice will be required for an employee of the Housekeeping Department.

6.9 Subject to Article 6.8, where there are positions of the same occupational classification which require employees to work on different assigned hours in a day, it will be permissible, under a mutual agreement between the Company and the Local Chairperson, to work alternate shifts, changing from one shift to another.

6.10 Part-time employees who are required to work and who report for duty will be provided with four (4) hours' pay for which four (4) hours' work may be required.

6.11 An employee reporting for duty on his assigned shift shall be paid for his full assignment, unless he lays off of his own accord.

6.12 (1991) Work week's schedules for the following week's work shall be posted in each department by Wednesday of the previous week. A copy of same shall be available in the Human Resources Office for the use of the Local Chairperson.

6.13 An employee who reports late for an assignment will be deducted in fifteen (15) minute increments, i.e. if more than seven (7) minutes but less than twenty-two (22) minutes the deduction will be fifteen (15) minutes.

6.14 (1991) Employees shall be allowed two (2) fifteen-minute (15) coffee breaks each working day, one (1) during the first four (4) hours of their assignment and one (1) during the second four (4) hours of their assignment. Employees with an assignment of four (4) hours shall be allowed only one (1) coffee break per day. Coffee breaks shall be assigned with due regard for the demands of the service of the Hotel.

ARTICLE 7

OVERTIME AND CALLS

- 7.1 Subject to all articles related to overtime payment, overtime at the rate of time and one-half the employee's basic hourly rate shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 7.2 Time worked by full-time employees in excess of the regularly-assigned hours shall be paid at the employee's straight time hourly rate when such excess time is due to:
- (a) the application of seniority provisions;
- or
- (b) changing shifts provided that such changing shifts are arranged by mutual agreement.
- 7.3 Every effort will be made to avoid the necessity of overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally arranged with preference being given to senior employees who may decline such work, provided a less senior employee is available to perform such work.
- 7.4 An employee shall not be required to suspend work during regular hours to absorb overtime.
- 7.5 A regularly-assigned full-time employee who is notified or called to perform work not continuous with before or after his regularly-assigned hours shall be allowed: a minimum of four (4) hours at one and one-half times his hourly rate for four (4) hours work or less and, if held on duty in excess of four (4) hours, compensation on the minute basis at one and one-half times his hourly rate.
- 7.6 The provisions of Article 7.5 do not apply to an employee who, before leaving home, is advised of the cancellation of his notification or call.

- 7.7 (1991) The provisions of this Article shall be applicable to both full-time and part-time employees but in the case of part-time employees, the provisions of the Article shall be applicable after working eight **(8)** hours in any one (1) day or forty **(40)** in any one (1) work week and also for all time worked on **the** seventh (7th) consecutive day.
- 7.8 When an employee on an assignment of eight **(8)** hours is required by management to work his meal period, such work shall be paid at time and one-half his hourly **rate** and, at the first opportunity, the employee shall be granted twenty (20) minutes to eat without deduction from pay.

ARTICLE 8

ASSIGNED DAYS OFF DUTY

- 8.1 (1993) A full-time employee shall be assigned two (2) regular days off duty each week, and a part-time employee one (1) day off duty each week, with preference to be given on the basis of seniority within the department. Such assigned days off shall, as far as practicable, be consecutive. 4.5
- 8.2 When in the opinion of the Company it is impracticable to grant to any employee consecutive days off duty each week, the situation shall be discussed with the Local Chairperson for the purpose of reaching mutual agreement on the assignment of non-consecutive days off or other suitable arrangements.
- 8.3 (1993) Failing such mutual agreement, the Company may establish an assignment with non-consecutive days off; provided, however, that when more than one (1) position is affected, such assignments shall be applied first in reverse order of seniority.
- 8.4 (1993) **The** establishment of an assignment with non-consecutive days off as provided for in Clause 8.3 may properly be the subject of a grievance under Article 14 of this Agreement; and, in that event, the Company will be required to show that without such assignment the employment of additional staff would be necessary or required services could not be performed.
- 8.5 An employee required to **work** on his assigned days off duty shall be paid for his work on such days on the minute basis at one and one-half times his hourly rate with a minimum of four (4) hours for which four (4) hours' service may be required.

ARTICLE 9

PROBATIONARY PER

- 9.1 A full-time or part-time employee having sixty (60) days of actual work or less accumulated service will be considered as on probation and if found unsuitable, will not be retained in the service of the Company. Work performed on any one (1) day shall constitute a day of actual work. A probationary employee if found unsuitable shall not be entitled to grieve with respect to discharge but with this exception shall have access to the Grievance Procedure.

ARTICLE 10

RATES OF PAY

10.1 (1991) Subject to all the provisions of this Agreement, the rates of pay set out in Schedule "A" hereto shall apply with respect to all employees during the term of this Agreement. Payment of employees may be by cash, by cheque or by automatic pay deposit at the option of the Company.

At the discretion of the Director, Human Resources, a starting rate of up to ten percent (10%) per hour below the basic rate of pay will be paid to new employees during their initial six (6) month period of employment. Upon completion of this period, the rate will be adjusted to the basic rate of pay.

10.2 (1993) An employee temporarily assigned to a higher-rated position for one (1) hour or more in any day shall receive the higher rate during such temporary assignment. A temporary assignment to a higher-rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment to a higher-rated position.

10.3 An employee temporarily assigned to a lower-rated position shall not have his rate reduced.

10.4 The rates of pay for new scheduled positions shall be in conformity with the rates of pay for scheduled positions of similar kind or class. Proposed changes to be made to the existing classifications in order to create a classification composed of the duties of existing classifications shall be discussed with the Local Chairperson prior to its creation.

10.5 No change shall be made in the agreed hourly rate of pay for an individual scheduled position where duties and responsibilities are relatively similar to those in the respective group. However, where an employee's duties and responsibilities are increased over those in the group, or where the demand in the labour market justifies an increase in the rate of pay for a particular classification, or in the case of individual merit, a higher rate may be established and paid by the Company with the approval, in advance, of the Accredited Representative who shall be kept advised ~~of~~ any such proposed increases.

ARTICLE 11

STATUTORY HOLIDAYS

11.1 (1993) The following days shall be holidays, namely:

- New Year' Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Employee's anniversary date of employment.

Effective January 1, 1986, one floating statutory holiday is to be added and may be taken following an agreement between the employee and his/her supervisor, in one (1) day or in two (2) half-days. Should Heritage Day become legislated by the Ontario Government, it will replace the above-said floating statutory holiday.

11.2 To be eligible for a statutory holiday with pay, a full-time employee must complete thirty (30) days of employment and render a minimum of at least twelve (12) days during the four (4) weeks immediately preceding a public holiday. An employee absent on account of vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application of this Article.

Should an employee be prevented either by illness, authorized leave of absence or an injury, other than one entitling him to receive worker's compensation payments, he shall be considered eligible for pay for the statutory holiday, provided he has rendered a minimum of one (1) day's compensated service within five (5) work days immediately preceding or within the five (5) work days immediately following the holiday. Employees who have been laid off must render a minimum of one (1) day's compensated service within five (5) work days immediately preceding the holiday and a minimum of one (1) day's compensated service within five (5) working days immediately following the holiday.

- 11.3 An employee qualified for holiday pay in accordance with Clause 11.2 who is not required to work on the above-mentioned statutory holidays shall receive his regular rate of pay for one (1) day's work not to exceed eight (8) hours.
- 11.4 An employee, who is required to work on a holiday for which he is qualified for holiday pay in accordance with Clause 11.2, shall be given at least forty-eight (48) hours' notice and will be granted one (1) day off in lieu thereof with pay at his hourly rate for ~~the~~ number of hours constituting his regular assignment within either the sixty (60) days preceding or the sixty (60) days following the holiday and, so far as practicable, such day off will be consecutive with a regularly assigned day off.
- 11.5 Failing the granting of time off in lieu of holidays worked in accordance with the provisions of Clause 11.4, an employee will be paid for the work he was required to perform within regularly assigned hours at time and one-half in addition to those hours already worked and paid for.
- 11.6 Part-time employees will be compensated for a statutory holiday in accordance with the provisions made under Clause 11.1 and the Employment Standards Act of the Province of Ontario. Up-dated copies shall be supplied to the Executive Officers and copy shall be posted on the bulletin board.

ARTICLE 12

VACATIONS

- 12.1 An employee, who has less than five (5) years' continuous employment relationship, but who has had thirty (30) calendar days' or more continuous employment relationship, shall be allowed one (1) working day's vacation with pay for each twenty-five (25) working days' cumulative service or major portion thereof during the preceding calendar year, with a maximum of ten (10) working days, until qualifying for further vacation under Clause 12.2.
- 12.2 An employee who has maintained a continuous employment relationship for at least five (5) years and has completed one thousand two hundred and fifty (1,250) working days' cumulative service shall be allowed fifteen (15) working days' vacation with pay during such year, and in subsequent years shall be allowed one (1) working day's vacation with pay for each sixteen and two-thirds (16-2/3) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days, until qualifying for further vacation under Clause 12.3.
- 12.3 An employee who has maintained a continuous employment relationship for at least eleven (11) years and has completed two thousand seven hundred and fifty (2,750) working days' cumulative service shall be allowed twenty (20) working days' vacation with pay during such year and in subsequent years shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12-1/2) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty (20) working days, until qualifying for further vacation under Clause 12.4.
- 12.4 An employee who has maintained a continuous employment relationship for at least twenty-two (22) years and has rendered at least five thousand five hundred (5,500) working days' cumulative service shall be allowed twenty-five (25) working days' vacation with pay during such year and in subsequent years shall be allowed one (1) working day's vacation with pay for each ten (10) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days.

- 12.5 Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in Articles 8 and 11, respectively.
- 12.6 (1993) Days worked on any position covered by the Banquet Agreement will be counted as service for vacation purposes **under** this Agreement.
- 12.7 Provided an employee has been gainfully employed at the Hotel during the calendar year, time off duty on account of bona fide illness, injury, to attend committee meetings, called to court as a witness, or for jury duty, not exceeding a total of fifty (50) working days in any calendar year, shall be included in the computation of service for vacation purposes.
- 12.8 An employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.
- 12.9 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Clauses 12.1, 12.2, 12.3 and 12.4 and, if not granted, will be allowed pay in lieu thereof.
- 12.10 An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.
- 12.11 An individual who (a) leaves the service of his own accord, or (b) is dismissed for cause and not reinstated in his former seniority standing within two (2) years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Clauses 12.1, 12.2, 12.3 and 12.4.
- 12.12 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

- 12.13 Applications for annual vacations from employees shall be filed as early as possible in January but in any event not later than March 1.
- 12.14 Applications filed prior to March 1, insofar as it is practicable to do so, will be allotted vacation during the summer season in order of seniority of applicants. Vacation, if authorized by the officer in charge, may be split as departmentally arranged. Applicants will be advised in March of dates allotted to them and unless otherwise mutually agreed employees must take their vacation at the time allotted.
- 12.15 Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 1 shall be required to take their vacation at a time prescribed by the Company.
- 12.16 The officer in charge and the recognized representative of the employee will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation, with the object of avoiding additional expenses to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfil the duties and responsibilities of a higher-rated position, be paid the scheduled rate applicable to such position.
- 12.17 An employee required to work on his scheduled vacation dates shall be given at least fifteen (15) days' advance notice and will be paid overtime rate for all work performed during his scheduled vacation dates and will be granted vacation with pay to which he is entitled at a later date. This is understood to be voluntary only.
- 12.18 The Local Chairperson shall be given a copy of the proposed vacation schedule for each department prior to the application of the employees for their annual vacation. The Local Chairperson may recommend changes for consideration.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 (1993) Employees requesting leave of absence shall make a written application at least two (2) weeks in advance to their department head. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months. Such leave of absence shall be granted in writing. *6.28
- 13.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is made in ample time to permit extension before the expiration of the leave of absence.
- 13.3 An employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his seniority and his name will be removed from the seniority list.
- 13.4 (1991) Absolute proof of illness preventing return prior to expiration of leave of absence shall excuse an employee's failure to return at that time. Said proof shall be supplied to the Company prior to the expiration date of such leave of absence unless physically incapacitated to do so.
- 13.5 (1993) Leave of absence under this Article will not be granted to employees for the purpose of engaging in work outside of the Company's service, unless mutually agreed between the Director, Human Resources and the Local Chairperson. Leave of absence obtained under false pretences shall be cause for discharge.
- 13.6 (1993) An employee elected or appointed as a salaried representative of the Brotherhood, in accordance with its constitution, shall be granted a leave of absence without pay and benefits while so engaged. It is agreed that benefits (excluding weekly indemnity) may be maintained for a period of three (3) months provided that the employee pays the total monthly premium.

- 13.7 (1991) Upon written request of the Accredited Representative and/or Local Chairperson, employees delegated and attending general business of the Brotherhood shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the Accredited Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.
- 13.8 (1991) The name of an employee who is on authorized leave of absence shall be retained on the seniority list of the seniority Group in which he has established seniority rights.
- 13.9 Upon return from leave of absence, an employee shall resume his former position or may exercise his seniority rights as provided in Clause 5.11.
- 13.10 The Company will release, without loss of pay, up to six (6) delegates of six (6) different departments, to participate in negotiations and/or conciliations of the Collective Agreement.

ARTICLE 14

NCE DEI

14.1 (a) When an employee believes he has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with, his grievance shall be dealt with in the following manner:

Step #1

The employee having a grievance must present the grievance either orally or in writing within three (3) calendar days of its occurrence (or within three (3) calendar days from the date on which the cause of the grievance was discovered, if the circumstances of the case made it impossible for the employee or Union, as the case may be, to know that there were grounds for a grievance) to the department head or his representative who shall give his decision to the employee within three (3) calendar days after receipt of the grievance. The employee may present his grievance with or without a representative of the Brotherhood.

Step #2

If the grievance is not settled to the satisfaction of the employee, the Local Chairperson or his representative, must appeal the grievance in writing to the Hotel Manager or his representative within ten (10) calendar days after the day the employee receives the decision in Step #1. The Hotel Manager or his representative shall render his decision to the Local Chairperson within ten (10) calendar days after the day he received the written appeal.

Step #3

(1991) Failing settlement of the grievance in Step #2, an appeal in writing must be made by the Accredited Representative or his representative, to the Vice-president of Human Resources-CP Hotels Corporation, or his representative within twenty-one (21) calendar days after receipt of the decision of the Hotel Manager under Step #2. The Vice-president of Human Resources-CP Hotels Corporation, or his representative shall render his decision to the Accredited Representative or his representative within twenty-one (21) calendar days after receipt of the written appeal.

(b) Management will respond to a grievance in the same manner in which it has been addressed.

14.2 The Grievance Procedure shall apply equally to a grievance lodged by a group of employees.

14.3 The following special procedures shall be applicable to an employee subject to a suspension or discharge:

An employee subject to suspension or discharge shall be informed of same as soon as the offense becomes known to management and shall receive an impartial hearing within three (3) days of management's knowledge of the offense, excluding holidays and weekends. He may be held out of service for investigation (not exceeding three (3) days). The employee and his representative shall be given a complete outline of the charges against him at least twenty-four (24) hours prior to the hearing, unless otherwise mutually agreed, in writing. Should the employee be absent or not scheduled to work, and cannot be given a complete outline of the charges against him at least twenty-four (24) hours in advance, i.e. cannot be reached, then notice to the Local Chairperson or his representative shall suffice.

Should the employee not be contacted by the Local Chairperson, provisions of Clause 14.6 on time limits will apply by mutual agreement so that the employee's right to an impartial hearing will not be jeopardized. The outline shall also include the date, place and time of hearing. At the hearing, management shall present all evidence and/or witnesses to support their charges, and the employee may present evidence or witnesses to support his case. The employee shall be represented by a local Union Representative and/or Accredited Representative of the Brotherhood. Management will render their decision of the hearing, in writing, within five (5) days thereafter. If the employee is not satisfied with the decision, he may process his case further, commencing at Step #3 of this Article.

14.4 Either party to this Agreement who violates the time limits provided herein, or fails to request an extension of the time limits as provided in Clause 14.6 will, without establishing a precedent for the future, be considered as having yielded the grievance and must concede the case to the other party.

14.5 The time limits set forth in Article 14.1 will apply equally to grievances originating with the Company.

- 14.6 The time limits as provided herein may be extended by mutual agreement.
- 14.7 The employee will be given a copy of any complaint placed on his file which, upon request, may be reviewed by the employee in question along with, if he so desires, the Local Chairperson. The employee or his Union Representative must sign his file copy to acknowledge receipt.
- 14.8 No offence dating back to more than eighteen (18) months on a full-time employee's part of thirty (30) months on a part-time employee's part, can be invoked afterwards if no offence of the same nature has occurred during the same period.

ARTICLE 15

ARBITRATION PROCEDURE

- 15.1 Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes which arise concerning the application or interpretation of this Agreement governing rates of pay and working conditions which cannot otherwise be disposed of between officers of ~~the~~ Company and the Brotherhood.
- 15.2 A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he has been unjustly disciplined or discharged and which is not settled at Step #3 may be referred by either party to an arbitrator for final and binding settlement without stoppage of work.
- 15.3 The arbitrator will be appointed within twenty-one (21) days from the date the application for same is filed. The party requesting arbitration shall submit with his request the name of his nominee as arbitrator. In the event that the other party cannot agree to the nominee, he shall submit to the other party the name of an alternative nominee. If the parties still cannot agree upon the arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint one.
- 15.4 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the Agreement, are specifically excluded from the jurisdiction of the Arbitrator, and he shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 15.5 The time limits as provided herein may be extended by mutual agreement.
- 15.6 Each party shall bear any expenses he incurs in the presentation of the case to the arbitrator, but the remuneration and expense of the arbitrator shall be borne by the Company and the Union in equal shares.

ARTICLE 16

TRAINING

16.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours, provided that such arrangement does not interfere with the performance of their regularly assigned duties. The Company may also for this purpose make arrangements with employees to exchange positions for temporary periods without effect upon the rate of pay of the employees concerned.

Training during normal workins hours:

An employee required by the Company to take training during his normal working hours will be paid his regular rate of pay while training.

Training outside normal working hours:

An employee required by the Company to take training outside his normal working hours will be compensated at his regular rate of pay while in training.

Voluntary trainins:

Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.

ARTICLE 17

ATTENDING COURT

- 17.1 An employee who loses time by being required, in a case in which the Company is involved, to attend court or coroner's inquest, or to appear as a witness, shall be paid for time so lost. If no time is lost, such employee shall be paid for actual time held, with a minimum of two (2) hours at one and one-half times his hourly rate.

ARTICLE 18

REHABILITATION

- 18.1 (1991) When mutually agreed between the proper officer of the Company and the Accredited Representative and/or Local Chairperson, an employee who has become unfit to follow his usual occupation may be placed in a position covered by this Agreement which he is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him. An employee placed in another seniority Group will accumulate seniority in such Group from the date he starts work therein.
- 18.2 In dealing with incapacitated employees, seniority (so determined by service under this Agreement) shall govern in respect of preference of shift and employment.
- 18.3 (1993) An employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee, so long as he remains in such position. Should he subsequently recuperate, he shall return to the original position he held in the seniority Group from which he came with his former seniority standing. If said position has been abolished, he may exercise his seniority right in accordance with the provisions of clause 4.9.
- 18.4 (1993) The Company shall exchange with the Accredited Representative and/or Local Chairperson full particulars of each case subject to rules of this Article prior to an appointment being made.

ARTICLE 19

HEALTH AND BENEFITS

19.1 (1993) In all cases of insured benefits, the Company is required only to pay the appropriate portion of premium as stated in all following clauses of this Article. All benefits shall be regulated and administered as set forth by the insurance carrier.

Said policy shall provide benefits coverage for full-time eligible employees in accordance with and as described in the booklet, "Canadian Pacific Hotels Corporation Employee Benefit Plan for Unionized Employees of the Chateau Laurier hotel for the following;

- Life Insurance,
- Accidental Death & Dismemberment,
- Weekly Indemnity,
- Supplementary Medical Benefits,
- Dental Benefits.

19.2 (1993) The company shall provide all eligible full-time employees with a copy of the benefit detail sheet of the group policy and as amended thereafter.

19.3 (1993)

a) The Company shall contribute towards the payment of the monthly premium, but not the applicable taxes, to eligible full-time employees as follows:

- Life insurance = 100% of total monthly premium;
- Accidental death & dismemberment = 100% of total monthly premium;
- Weekly indemnity = 100% of total monthly premium;
- Supplementary medical benefits = 50% of total monthly premium;
- Dental benefits = 50% of total monthly premium.

b) Employees who where entitled to a train pass, the Company shall for the Medical and Dental pay 75% of the premium as long as they remain active employees. The names of said employees shall appear on Schedule "C".

ARTICLE 20

MISCELLANEOUS

- 20.1 Service Letters: The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed, or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid ~~as~~ soon as possible.
- 20.2 Locker and Washroom Facilities: Adequate locker and washroom facilities shall be provided and maintained in clean and sanitary condition by the Company. General inspections shall take place in the presence of the employee or his Union Representative, during the normal working hours, i.e. from 08:00 to 17:00 hours.
- 20.3 (1993) Uniforms and Work Clothes: Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company. Where it has been established practice to supply employees with suitable clothes or uniforms, this practice will be continued. Hat, coat, outer garments for female employees in the Chef's Department will be supplied by the Company free of charge.

Should the Company require an employee to wear safety boots or safety glasses and upon receipt of supporting document, the Company will refund fifty (50%) percent of the cost up to forty-five (\$45.00) dollars, once every two (2) years for the purchase of either safety equipment stated herein. Any employee having been refunded for said purchase of safety equipment will be required to wear said safety equipment subject to corrective action.

20.4 (1993) Employee Liability: Employees shall be held responsible for the full amount recorded on guest checks for which they are accountable. They will not be penalized for payment on legitimate walk outs provided they have followed all Company procedure and notified immediately their supervisor or his/her assistant to allow for either corrective action or proper investigation.

Payment on mishandled credit cards or cheques will be limited to fifty percent (50%) of recorded amount plus reimbursement of gratuities.

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

Repeated incidents on any of the above will still be subjected to other forms of corrective action, as appropriate.

Any employee having or coming in contact with guest belongings in his/her care during the execution of their daily task shall be held responsible for the full value of any such belongings lost or broken due to the employee's proven negligence or careless action.

20.5 Posting of Brotherhood Notices: Notices of interest to employees may be posted on the premises by the Brotherhood. Notice boards for this purpose shall be provided by the Brotherhood and shall be in keeping with general furnishing.

*20.6 (1991) Gratuities: It is understood that in any Food & Beverage outlet, governed by this Agreement, any sharing of gratuities with non-scheduled employees shall be at the sole discretion of the employee receiving such gratuities.

20.7 (1993) Staff Restaurant: Dining facilities for employees shall be maintained by the Company; the food and beverage thereat to be at price of same to the employer.

- 20.8 Bereavement Pay: In the case of bereavement, an employee having at least six (6) months seniority shall be allowed three (3) working days' pay on a normal working day that occurs during the three (3) days immediately following the day of death in the following instances: death of father, mother, spouse, child, brother, sister, father-in-law, mother-in-law and grandparents. The above provisions shall not apply to an employee on vacation, sick leave or leave of absence.
- 20.9 Recognition of Management Functions: The Brotherhood recognizes the right of the Company to operate and manage its business in all respects in accordance with its obligations to provide the best possible service to its customers and to establish and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with provisions of this Agreement or unduly discriminatory on any employee or group of employees.
- 20.10 Employees of the Company in non-scheduled supervisory positions shall not perform or assume the duties of any scheduled position except on an occasional and necessary basis for the purpose of meeting the demands of service and on no account with the purpose or effect of eliminating any scheduled position.
- 20.11 (1993) Severance Pay: Upon submission of formal resignation from the Company's service and having fully exercised his/her seniority rights , severance pay shall be granted to regular full-time employees with five (5) years of service whose services are terminated through technological change in the amount of one (1) week's pay for each year of service with the hotel.
- 20.12 Interpretation: It is understood that should any interpretation of this Agreement be one in itself the subject of a dispute, the intent of the English text will be recognized as the official text for interpretation purposes.
- 20.13 The Company will undertake the responsibility for printing of the collective agreements as may be required from time to time and will absorb the cost of such printing.

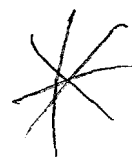
20.14 (1993) Both parties signatory to the Collective Agreement agree to adhere and uphold the "Sexual Harassment Policy" set by Canadian Pacific Hotels Corporation.

Both parties shall ensure that all employees occupying a scheduled position shall adhere to and be governed by said policy.

The Company shall ensure that the employees occupying an excepted position shall adhere to and be governed ~~by~~ said policy.

Any amendments to said policy shall be supplied to the Local Chairperson.

ARTICLE 21



DURATION OF AGREEMENT

21.1 (1993) This Agreement, except as otherwise specified herein, shall become effective ~~with the signing of the Collective Agreement~~ and shall remain in force and effect until December 31, 1995, and thereafter subject to sixty (60) days' notice in writing from either party thereto of its desire to revise, amend, or terminate it, which notice may be served any time subsequent to November 1, 1995.

SIGNED AT THE CITY OF OTTAWA, IN THE PROVINCE OF ONTARIO,
THIS 5th DAY OF JULY, 1993.

FOR :
CANADIAN PACIFIC CORPORATION
(CHATEAU LAURIER)

FOR :
CANADIAN BROTHERHOOD OF
RAILWAY, TRANSPORT AND
GENERAL WORKERS,
LOCAL 270

Handwritten signature of Ali H. H. H. over a horizontal line.

Handwritten signature of D. S. D. D. over a horizontal line.

Handwritten signature of Dennis J. J. over a horizontal line.

Handwritten signature of George H. H. over a horizontal line.

Handwritten signature of Lawrence P. P. over a horizontal line.

Handwritten signature of Michael J. J. over a horizontal line.

Handwritten signature of Paul J. J. over a horizontal line.

SCHEDULE "A"

Grouping, Department, Classification and Rates of Pay
(Hourly rate base on 174 hours per month)

<u>CLASSIFICATION</u>	<u>PRESENT</u> <u>01/01/92</u>	<u>RATE</u> <u>01/01/93</u>	<u>RATE</u> <u>01/01/94</u>	<u>RATE</u> <u>01/01/95</u>
<u>Group I</u>				
<u>FRONT OFFICE & CLERICAL</u>				
Sr Front Off. Clerk	\$10.98	\$11.09	\$11.37	\$11.71
Front Office Clerk	\$10.30	\$10.40	\$10.66	\$10.98
<u>RESERVATIONS DEPARTMENT</u>				
Sr. reservations clerk	\$ 9.93	\$10.03	\$10.28	\$10.59
Reservations clerk	\$ 9.43	\$ 9.52	\$ 9.76	\$10.05
<u>TELEPHONE DEPARTMENT</u>				
Telephone Operator	\$ 9.08	\$ 9.17	\$ 9.40	\$ 9.68
Night telephone Oper.	\$ 9.27	\$ 9.37	\$ 9.60	\$ 9.89
<u>Group II</u>				
<u>SERVICE DEPARTMENT</u>				
Night Bell Captain	\$ 6.82	\$ 6.82	\$ 6.99	\$ 7.20
Bellperson	\$ 6.64	\$ 6.64	\$ 6.81	\$ 7.01
Doorperson	\$ 6.77	\$ 6.77	\$ 6.94	\$ 7.15
<u>Group III</u>				
<u>HOUSEKEEPING</u>				
Head Houseperson	\$ 8.84	\$ 9.24	\$ 9.47	\$ 9.75
Houseperson	\$ 8.70	\$ 9.09	\$ 9.32	\$ 9.60
Room Attendant	\$ 8.70	\$ 9.09	\$ 9.32	\$ 9.60
Shampoo Person	\$ 8.84	\$ 9.24	\$ 9.47	\$ 9.75

CLASSIFICATION

PRESENT
01/01/92

RATE
01/01/93

RATE
01/01/94

RATE
01/01/95

Group IV

CHEF'S DEPARTMENT

Sr. Chef de Partie	\$13.54	\$13.68	\$14.02	\$14.44
Chef de Partie	\$13.04	\$13.17	\$13.50	\$13.91
1st Commis	\$11.55	\$11.67	\$11.96	\$12.32
2nd Commis	\$ 9.86	\$ 9.96	\$10.21	\$10.52
3rd Commis	\$ 8.61	\$ 8.70	\$ 8.92	\$ 9.19
* Apprentice Level 1				
* Apprentice Level 2				
* Apprentice Level 3				

- * To move from level to level without posting.
- * The apprentice's rate is to be based on the 1st Commis' rate level 1 shall equal 85%, level 2 = 75% and level 3 = 65%

Group V

STORES DEPARTMENT

Purchasing/Storekeeper	\$11.68	\$11.80	\$12.10	\$12.46
Receiver/Storekeeper	\$10.94	\$11.05	\$11.33	\$11.67

Group VI

STEWARDING DEPARTMENT

Head Kitchen Steward	\$11.30	\$11.64	\$11.93	\$12.29
Kitchen Steward	\$ 9.72	\$10.01	\$10.26	\$10.57
Silver Burnisher	\$ 8.99	\$ 9.26	\$ 9.49	\$ 9.77
Head Kitchen Attendant	\$ 9.07	\$ 9.34	\$ 9.57	\$ 9.86
Kitchen Attendant	\$ 8.69	\$ 8.95	\$ 9.17	\$ 9.45
Utility Attendant	\$ 8.79	\$ 9.05	\$ 9.28	\$ 9.56
Warewasher	\$ 8.39	\$ 8.64	\$ 8.86	\$ 9.13

Group VII

POOL DEPARTMENT

Lifeguard	\$ 8.64	\$ 8.73	\$ 8.95	\$ 9.22
Pool Attendant	\$ 7.87	\$ 7.95	\$ 8.15	\$ 8.39

<u>CLASSIFICATION</u>	<u>PRESENT</u> <u>01/01/92</u>	<u>RATE</u> <u>01/01/93</u>	<u>RATE</u> <u>01/01/94</u>	<u>RATE</u> <u>01/01/95</u>
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Group **VIII**
ZOE'S DEPARTMENT

Host/Hostess	\$ 9.28	\$ 9.37	\$ 9.60	\$ 9.89
Server	\$ 6.63	\$ 6.63	\$ 6.80	\$ 7.00
Senior Bartender	\$ 8.20	\$ 8.20	\$ 8.41	\$ 8.66
Bartender	\$ 8.00	\$ 8.00	\$ 8.20	\$ 8.45
Pantry Person	\$ 8.13	\$ 8.21	\$ 8.42	\$ 8.67
Busperson	\$ 7.68	\$ 7.68	\$ 7.87	\$ 8.11

ROOM SERVICE DEPARTMENT

Food Service Clerk	\$ 9.17	\$ 9.26	\$ 9.49	\$ 9.77
Captain Server	\$ 7.95	\$ 7.95	\$ 8.15	\$ 8.39
Server	\$ 6.63	\$ 6.63	\$ 6.80	\$ 7.00
Sr Mini-Bar Attendant	\$ 8.35	\$ 8.43	\$ 8.64	\$ 8.90
Mini-Bar Attendant	\$ 7.84	\$ 7.92	\$ 8.12	\$ 8.36

WILFRID'S DEPARTMENT

Host/Hostess	\$ 9.28	\$ 9.37	\$ 9.60	\$ 9.89
Server	\$ 6.63	\$ 6.63	\$ 6.80	\$ 7.00
Busperson	\$ 7.68	\$ 7.68	\$ 7.87	\$ 8.11
Bartender	\$ 8.00	\$ 8.00	\$ 8.20	\$ 8.45
Service Bartender	\$ 8.78	\$ 8.78	\$ 9.00	\$ 9.27
Pantry Person	\$ 8.13	\$ 8.21	\$ 8.42	\$ 8.67

Group **IX**
LAUNDRY DEPARTMENT

Asst. Laundry Supervisor	\$ 9.71	\$10.00	\$10.25	\$10.56
Washperson	\$ 9.32	\$ 9.60	\$ 9.84	\$10.14
Utility Person	\$ 9.01	\$ 9.28	\$ 9.51	\$ 9.80
Seamstress/Tailor	\$ 9.40	\$ 9.68	\$ 9.92	\$10.22
Seamstress	\$ 9.10	\$ 9.37	\$ 9.60	\$ 9.88
Finishing Operator	\$ 8.74	\$ 9.00	\$ 9.23	\$ 9.51
Presser	\$ 9.01	\$ 9.28	\$ 9.51	\$ 9.80

<u>CLASSIFICATION</u>	<u>PRESENT</u> <u>01/01/92</u>	<u>RATE</u> <u>01/01/93</u>	<u>RATE</u> <u>01/01/94</u>	<u>RATE</u> <u>01/01/95</u>
Group X4				
<u>MAINTENANCE DEPARTMENT</u>				
General Mechanic	\$15.17	\$15.32	\$15.70	\$16.17
Electrician	\$15.17	\$15.32	\$15.70	\$16.17
Plumber/Steamfitter	\$15.17	\$15.32	\$15.70	\$16.17
Carpenter	\$14.14	\$14.28	\$14.64	\$15.08
Cabinet Maker	\$14.91	\$15.06	\$15.44	\$15.90
French Polisher	\$14.91	\$15.06	\$15.44	\$15.90
Upholsterer	\$12.77	\$12.90	\$13.22	\$13.62
Purchasing Storekeeper	\$10.73	\$10.84	\$11.11	\$11.44
Helper	\$ 9.22	\$ 9.31	\$ 9.54	\$ 9.83
Labourer	\$ 8.40	\$ 8.48	\$ 8.69	\$ 8.95
Maintenance Technician	\$13.04	\$13.17	\$13.50	\$13.91
Journeyman Upholsterer	\$14.91	\$15.06	\$15.44	\$15.90
Journeyman Painter	\$14.14	\$14.28	\$14.64	\$15.08

Group XI
STAFF RESTAURANT DEPARTMENT

Head Food Service Clerk	\$ 9.78	\$ 9.88	\$10.13	\$10.43
Food Service Clerk	\$ 9.17	\$ 9.26	\$ 9.49	\$ 9.77

Group XII
BANQUETS HOUSEPERSON

Banquet Houseperson	\$ 8.70	\$ 8.79	\$ 9.01	\$ 9.28
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All increases shall be effective on the first day of the beginning of the pay period closest to the above dates.

At the discretion of Management, a starting rate of up to ten percent (10%) per hour below the basic rate of pay will be paid to new employees during their initial six (6) months period of employment. Upon completion of this period, the rate will be adjusted to the basic rate of pay.

SCHEDULE "B"

to

COLLECTIVE AGREEMENT

Executive Office Staff
Front Office Manager
Assistant Manager
Night Manager
Reservation Manager
Telephone Services Manager
Chef Concierge
Concierge
Executive Housekeeper
1st Assistant Housekeeper
Security staff
Laundry Manager
Food and Beverage Director
Food and Beverage Outlet Manager
Assistant Food & Beverage Outlet Manager
Banquets Manager
Assistant Banquets Manager
Executive Chef
Executive Sous-Chef
Sous-Chef
Pastry Chef
Chief Steward
Assistant Chief Steward
Human Resources Staff
Management Trainee
Accounting Staff
Purchasing Manager
Systems Manager
Director, Engineering
Assistant Director Engineering
Sales & Marketing Staff
Catering Staff
Public Relations Staff
Office Secretary and Staff (Front office, F&B
Office, Engineering & Housekeeping)
Casual Help (*)
And those employees covered under the Banquet Agreement.

"Casual Help" for the purpose of this Agreement means:

Persons employed as "extra" waitresses, waiters, busboys or
warewashers engaged for the service of banquets or
functions; and persons to whom by virtue of hours worked by
them, Article 3.11 is not applicable.

SCHEDULE "C"

(1993) List of employees for whom the Company Agrees to pay 75% of the Present Monthly Premium for Medical and Dental Coverage:

Albert, Ronald
Belisle, Gaston
Leonard, Andre
Gervais, George
Perron, Denis
Sargeant, Lucette
Cameron, Olive
Stanford, Cecile
Scharfe, Denise
Larose, Jeannine
Soulieres, Denise
Michel, Andre
Leroux, Nicole
Chenier, Gaetan
Smith, Daniel
Groleau, Pierre
Williams, Gwen
Jiwa, Sedru
Boucher, Therese
Charlebois, Pierre
Seemungal, Rosalie
Santoliquido, Rita
Bortot, Giorgio
Dompierre, Mario
Allen, Eleanor
Coelho, Lucie
Janvier, Yves
Talwar, Anita
McTavish, Erica

LETTER OF AGREEMENT

BETWEEN

CANADIAN PACIFIC HOTELS CORPORATION
(CHATEAU LAURIER)

AND

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS,
LOCAL 270
REPRESENTING EMPLOYEES COVERED BY THE MAIN AGREEMENT

The parties herein agree, that notwithstanding the provisions contained in clause 7.1 of the Main Agreement and provided that the necessary permit are obtain, for the purpose of overtime payment in the case of employees of the "Maintenance Technician" classification, they shall be paid at the rate of time and one-half (1 1/2) the employee's basic hourly rate for all hours worked in excess of eight (8) regular hours in a day or after having averaged out the hours worked in a two week pay period and said weekly averaging hours exceed forty (40) regular hours per week.

A party signatory to this Letter of Agreement, may end this letter and its provisions following a thirty (30) calendar days notice to the other party.

Signed at Ottawa, Ontario this 16th day of December 1991.

For:
CANADIAN PACIFIC HOTELS
CORPORATION (Chateau Laurier)

For:
CANADIAN BROTHERHOOD
OF RAILWAY, TRANSPORT
AND GENERAL WORKERS
LOCAL 270

(1993) Renewed for the life of the Agreement

July 5, 1993
Mr. A.S. Wepruk
Representative,
C.B.R.T. & G.W.
1440, rue Ste Catherine Ouest,
Montreal, Quebec.

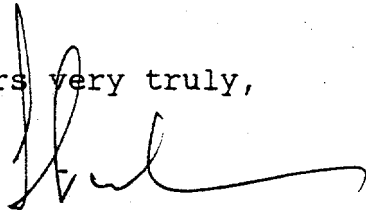
Dear Mr. Wepruk:

I have reference to the matter of employees parking privileges.

I am pleased to confirm that fifty (50) parking places (location of which is restricted to the top, outdoor level of the garage) will continue to be made available to Chateau Laurier employees for the period covering April 1, 1993 to December 31, 1995 inclusively, at a monthly cost plus the appropriate taxes, to be paid by the employee as follows:

- as of January 1, 1993 = sixty-five dollars (\$65.00)
- as of January 1, 1994 = seventy dollars (\$70.00)
- as of January 1, 1995 = seventy-five dollars (\$75.00)

Yours very truly,



Peter Howard, General Manager

C.C. Mr. F. Pigeon, Director Employee Relation
Mrs. F. Sauriol, Director Human Resources,
Chateau Laurier

LETTER OF AGREEMENT

BETWEEN

CANADIAN PACIFIC HOTELS CORPORATION
(CHATEAU LAURIER)

AND

CANADIAN BROTHERHOOD OF RAILWAY,
TRANSPORT AND GENERAL WORKERS,
LOCAL 270
REPRESENTING EMPLOYEES COVERED BY THE MAIN AGREEMENT

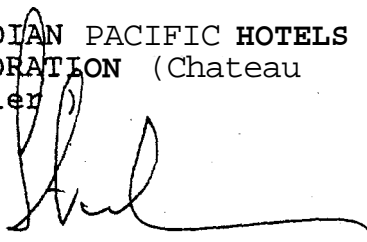
The parties herein agree, that notwithstanding the provisions contained in clause 5.4 of the Main Agreement and provided that an agreement has been reached between the parties signatory to this Agreement for each department it will be permissible to change regularly assigned days off from week to week in order to maximize the regular hours of work that an employee may be required to work within said work week.

It is agreed that the provision of clause 5.4 shall not apply as long as said letter is in effect.

It is furthermore agreed that, once a letter of agreement has been signed by both parties, said letter may only be cancelled by having one party serving a written notice of thirty (30) calendar days to the other party.

Signed at Ottawa, Ontario this 5th day of July 1993 .

For:
CANADIAN PACIFIC HOTELS
CORPORATION (Chateau
Laurier



For:
CANADIAN BROTHERHOOD
OF RAILWAY, TRANSPORT
AND GENERAL WORKERS
LOCAL 270

