

Legacy Hotels Corporation
(Château Laurier)

and

Canadian Automobile, Aerospace Transportation
and General Workers, Union of Canada (CAW-Canada)
Local 4270

Governing employees of
Château Laurier Hotel
Ottawa, Ont.

Table of Content

Article - 1 - Scope	1
Article - 2 - Definitions	2
Article - 3 - Deduction of Dues	4
Article - 4 - Seniority	6
Article - 5 - Bulletining of Positions	10
Article - 6 - Hours of Work	14
Article - 7 - Overtime and Calls	17
Article - 8 - Assigned Days Off Duty	19
Article - 9 - Probationary Period	20
Article - 10 - Rates of Pay	21
Article - 11 - Statutory Holidays	22
Article - 12 - Vacations	24
Article - 13 - Leave of Absence	27
Article - 14 - Grievance Procedure	29
Article - 15 - Arbitration Procedure	32
Article - 16 - Training	33
Article - 17 - Attending Court	34
Article - 18 - Rehabilitation	35
Article - 19 - Health and Benefits	36
Article - 20 - Miscellaneous	40
Article - 21 - Duration of Agreement	43
Article - 22 - Paid Education Leave	44
Schedule "A" - Grouping, Department, Classification and Rates of Pay	45
Schedule "B" - Excepted Positions	49
Schedule "C"	50
Appendix "A" - Banquets	51
Letter of Agreement No. 1 - Validation	56
Letter of Agreement No. 2 - Maximization of Regular Hours	57
Letter of Agreement No. 3 - Averaging of Hours/Maintenance Technician	58
Letter of Agreement No. 4 - Return to Work Program	59
Letter of Agreement No 5 - GRTW	61
Letter of Intent No. 1 - Parking Privileges	63

Article - 1 - Scope

- 1.1 (99) Excluding personnel from Agencies working in the Banquets Department, The provision of this Agreement shall apply to employees of the Château Laurier Hotel, Ottawa, Ontario, holding positions coming within the classifications listed in Schedule "A" or Appendix "A" of this Agreement and to employees assigned to position within classifications similar in kind or class to those listed in Schedule "A" or Appendix "A"
- 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.
- 1.3 (99) In the event that the Company finds it necessary to contract out work presently performed by the bargaining unit, it agrees to the following:
- (a) provide the Union, in writing, with a minimum of thirty (30) days advance notice of the proposed change;
 - (b) at the Union's request, and within the specified time indicated in (a) above, meet prior to the proposed change so as to explain why the work must be contracted out and to consider any Union proposals which may enable the work to be continued within the bargaining unit, within budget and/or time frame;
 - (c) if following (b), it is still necessary to contract out the work, the Company and the Union shall meet with a view to reducing the adverse effect such change may have on those employees directly affected.

The above does not apply to work performed by "Casual help".

Article - 2 - Definitions

2.1 For the purpose of this Agreement:

- (a) (96) "Employee" means a person occupying a position covered by the scope of this Agreement and 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 an employee working in a position covered under Schedule "A" or Appendix "A" of this Agreement and who is normally scheduled to work a minimum of twenty-four (24) regular hours or more per week. It is understood and agreed that said employee must be available to work all regular hours up to and including forty (40) regular hours within any week, failing which said employee shall have his status of full-time employee changed to that of part-time employee.

- (c) (99) "Part-time employee" means an employee working in a position covered under Schedule "A" or Appendix "A" of this Collective Agreement and who is normally scheduled to work less than twenty-four (24) hours per week and whose schedule can be altered from week to week and/or an employee who has his status modified as per clause 2.1 (b).

For the purpose of greater clarity, an employee shall only move from part time to full time status in the following situations:

(I) when his regular hours worked have, after the fact, resulted in a minimum average of twenty-four (24) hours per week for the previous six (6) continuous months in the same classification within the same Department;

or

(II) when he was successful in his bid on a full-time position save and except if said full-time position is deemed to be of a temporary nature.

Said part-time employee shall then be considered a full-time employee, his/her part-time status shall then be changed to full-time status and he shall become entitled to all rights and benefits applicable to full-time employees. Furthermore, he shall start to accumulate seniority as a full-time employee from the date he obtains the full-time position.

In the application of this clause, hours worked in replacement of authorized vacation, leave of absence, sickness and maternity/parental leave will not be included in the computation of (I) above.

- (d) (99) "Casual help" means an employee working in the Banquets Department and who is called in to handle surplus work and shall be deemed to have been hired for each function and terminated at the end thereof. Casual help shall not establish

seniority nor shall they be governed under this Agreement. Personnel from Agencies shall be considered as Casual help, furthermore, they shall not be employed for the purpose of depriving full-time employees or part-time employees of their regular hours of work.

- (e) "Company" means the Château Laurier.
- (f) (96) "Union" means the Canadian Automobile, Aerospace Transportation and General Workers Union of Canada (CAW-Canada) Local 4270.
- (g) "Scheduled position" means a position coming within the scope of this Agreement.
- (h) (99) "Excepted position" means a position which is excluded from the scope of this Agreement.
- (i) (99) "Qualifications" means the required ability to perform the duties of a position.
- (j) (99) "Qualified employee" shall mean an employee possessing all qualifications defined in (i) above.
- (k) (91) "Work week" shall be defined as starting at 0:01 hr on Friday and ending at 24:00 hr on the following Thursday.
- (l) (96) "Lay-off" means an interruption of work for a period of seven (7) consecutive days or more.
- (m) (96) "Abolishment of a position" means the elimination of the position which an employee occupies and not only a modification in the job tasks performed or assigned to the employee within his position.

Article - 3 - Deduction of Dues

3.1 (96) The Company shall deduct on each pay period from wages due and payable to all employees covered by this Agreement an amount equivalent to the uniform dues of the Union subject to the conditions and exceptions set forth hereunder.

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

3.2 (96) The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union 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 Union 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 Union of the amount of regular monthly dues.

The Hotel shall deduct on the payroll from wages due and payable to an employee who occupies a position covered by the terms of the Agreement and who individually and voluntarily authorizes the Hotel to make such deduction, an amount equivalent to the initiation fee as per the Union constitution and also the same shall apply in cases of special assessment, subject to the conditions and exceptions set forth hereunder, and shall remit to the designated officer of the Union such amount.

3.3 Employees filling excepted positions shall be exempted from dues deduction.

3.4 (96) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. 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 (93) 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 (96) 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 Union no later than fifteen (15) calendar days into the following month.
- 3.9 (96) The Company shall not be responsible financially or otherwise either to the Union 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 agreed payment schedule. In the event of any mistake by the Company in the amount of its remittance to the Union, 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 Union.
- 3.10 (96) The question of what, if any, compensation shall be paid the Company by the Union 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 (96) 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 Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union 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.

Article - 4 - Seniority

4.1 (99) 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" or Appendix "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. In the application of seniority, employees covered by Appendix "A" shall be considered as a Group.

4.2 (91) 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 Part-time employees shall accumulate seniority based on a prorated 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 Chairperson 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 (96) 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 three (3) months. This privilege is accorded once a year per individual.

The restrictions stated in the above paragraph will not apply in the following replacement cases: maternity and/or parental leave, sick leave or absence due to an accident.

4.6 (91) 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 provided 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.

(99) Except in the application of the second (2nd) paragraph of clause 4.5, such employee shall also have the right to return to his former seniority Group if he so desires during the three (3) month period in which he was promoted provided he serves a thirty (30) day notice in writing to the Director, Human Resources or his representative not later than three (3) 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 (96) When reducing forces through lay-off or abolishment of a position, 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 (99) An employee who is laid-off, displaced or whose position is abolished shall, provided he has completed his probationary period and has the qualifications to perform the work, exercise his seniority in the following manner:

- (a) within his present classification, failing which,
 - (b) within his present Group, failing which,
 - (c) within his previous seniority Group, failing which,
 - (d) may exercise his seniority within any other Group covered under Schedule "A"
- or
- hold himself available for part-time employment,
- or
- take a lay-off.

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

4.9 (Contd)

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

4.10 When an employee is on a 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 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 (93) 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.

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 (91) 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 (91) 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 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 started work therein. Said employee shall retain his part-time seniority until such time as he subsequently exercises his 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 (93) 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 (99) An employee shall lose all seniority rights and his employment shall be deemed to have terminated if:

- (a) he resigns;
- (b) he is dismissed for just cause;
- (c) he is laid off or his position is abolished and fails to exercise his seniority;
- (d) while on lay-off, he is not recalled to duty for a period of time equal to the length of his continuous service, in any event this period shall not exceed thirty-five (35) weeks;
- (e) he is absent for three (3) consecutive days or more without a valid and justifiable reason;
- (f) he has refused to participate in the Gradual Return to Work Program of the Château Laurier and has been absent for more than eighteen (18) months owing to illness or an accident in accordance with the applicable Ontario Human Rights Act.

Article - 5 - Bulletining of Positions

5.1 (93) 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 (91) 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 (91) 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, provided there is 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 (91) 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.

(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 (96) Employees desiring such positions shall, within the five (5) calendar days of the notice posted, make application to the Director, Human Resources or his 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.

If requested, unsuccessful applicant shall receive explanation regarding his refusal for the position.

5.7 (96) If no application is received from a qualified employee in the seniority group of the notice or bulletined positions, applications from employees in other groups 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. If released or displaced from the position he shall, within five (5) calendar days, provided he has the qualifications to perform the work :

(a) return to his former position; should said position no longer exist, he shall

(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 (99) 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.

5.9 (91) 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 (99) 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 trial 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 (96) Notwithstanding the provisions of clauses 4.18 and 5.4, should the Company contemplate a 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 within a classification within a department, the Company shall ensure that such reduction shall first, when feasible and practicable as per business requirements, affect employees in reverse order of seniority.
- 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 (99) With the exception of those employees covered by Appendix "A" and what is 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 time worked in excess of those amounts shall constitute overtime work.

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

6.2 (99) 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) I, II, IV, VI, VIII and those employees covered by the Appendix "A"

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 (99) Effective upon the signing of this Agreement, all employees, excluding those working in the Banquets Department, who are required to work a split shift shall be compensated by means of a differential amounting to three dollars (\$3.00) 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, a twenty (20) minute eating period is granted without deduction from pay.

6.8 (99) 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.

Notwithstanding the above first paragraph, with the exception of circumstances beyond the control of the Company, any schedule modifications will require a twelve (12) hour prior notice for full-time employees covered by Appendix "A".

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 (99) Part-time employees, except those employees covered by Appendix "A", 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 (99) An employee, except one covered by Appendix "A", reporting for duty on his assigned shift shall be paid for his full assignment, unless he lays off of his own accord.

6.12 (96) Work week schedules for the following week's work shall be posted in each department by Monday four p.m. (16h00), but in any event no later than noon (12h00) on Tuesday, for the work week starting the following Friday and ending the Thursday thereafter. A copy of same shall be available in the Human Resources Office for the use of the Local Chairperson.

6.13 (99) However, these provisions must in no way be interpreted as a weekly or daily guarantee of work hours or days of work. In each Department, within each classification, and with due regard to fluctuating business demands, available regular hours of work shall be assigned by seniority to qualified employees starting with the longest weekly scheduled shift in the following order:

- (a) Full-time employee, holding a position with unknown hours of assignment or assigned days-off as per the provisions of article 5.5;
- (b) Part-time employee.

Those employees covered by Appendix "A" shall be governed by the provisions contained in Appendix "A" as it relates to scheduling.

6.14 (96) 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.

6.15 (96) 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.

6.16 (99) In each Department, within each classification, following the posting of the work week schedule, available regular hours of work shall be offered by seniority to a qualified employee who has been scheduled to work less than forty (40) regular hours within said week. Said employee shall have the option of refusing those additional regular hours provided a junior qualified employee is available to perform said additional hours of work at his regular wage. It is agreed that the above will not apply to regular days off awarded under the provisions of clause 5.5 or 8.1 unless mutually agreed between the employee and his supervisor.

An employee who refuses such additional regular hours shall not be entitled to grieve the loss of such hours of work.

Article - 7 - Overtime and Calls

7.1 (99) 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. Appendix "A" shall govern those employees covered by Appendix "A".

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 (99) Every effort will be made to avoid the necessity of overtime. However, when conditions necessitate overtime that is continuous with a normal shift, within a classification within a department employees will perform authorized overtime work with preference being given to senior employees who may decline such work, provided a less senior qualified employee is available on the property to perform such work.

When conditions necessitate overtime to be scheduled or not continuous after a normal shift, it shall be offered by seniority within the classification within the Department. A senior employees may decline such work, provided a less senior qualified employee within the classification within the department 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 (99) Excluding those employees covered by Appendix “A”, 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 (99) When an employee, except those employees covered under Appendix “A”, is on an assignment of eight (8) hours and 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 (99) With the exception of employees covered under Appendix “A”, a full-time employee who has not been assigned regular days off, as stated in article 5.5 (e), shall be assigned two (2) 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.
- 8.2 (99) When, in the opinion of the Company, it is impracticable to grant to any employee, as stated in clause 8.1 above, 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 (99) Failing such mutual agreement, as stated in clause 8.2, 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 (93) 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 (99) An employee covered by the main body of this Agreement who is required to work on his scheduled 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 Period

- 9.1 (99) A full-time or part-time employee having accumulated three hundred and sixty (360) regular hours or sixty (60) days of actual work, whichever comes first, 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 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 (93) 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 (99) 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. Should the rate of pay change as a result, it shall be mutually agreed to with the Local Chairperson prior to the rate change taking effect. Failing an agreement the provision of Article 15 may be exercised.

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 (99) The following days shall be holidays, namely:

- New Year's 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 1st, 1986, one floating statutory holiday is to be added and may be taken following an agreement between the employee and his 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 (99) 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, and 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, as 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 (99) The provisions contained in this Article, shall apply only to those employees occupying a position within a classification covered by Schedule "A".
- 12.2 (99) 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.
- 12.3 (99) 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 12.4.
- 12.4 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 12.5.
- 12.5 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.
- 12.6 Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in Articles 8 and 11, respectively.
- 12.7 (99) Days worked on any position covered by the Appendix "A" will be counted as service for vacation purposes under this Agreement.
- 12.8 (99) 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, to attend conference/meeting or seminar given by and/or organized by the CAW National office, 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.

- 12.9 (99) An employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.
- 12.10 (99) 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 12.2, 12.3, 12.4 and 12.5 and, if not granted, will be allowed pay in lieu thereof.
- 12.11 (99) 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 owed to him at the beginning of the following calendar year.
- 12.12 (99) 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 12.2, 12.3, 12.4 and 12.5.
- 12.13 (99) 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.
- 12.14 (99) Applications for annual vacations from employees shall be filed as early as possible in January but in any event not later than March 1st.
- 12.15 (99) Applications filed prior to March 1st, 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. The vacation schedule will be posted in each department in March.
- 12.16 (99) Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 1st shall be required to take their vacation at a time prescribed by the Company. Vacation credits shall not be accumulated from one year to the next.
- 12.17 (99) 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. 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.

- 12.18 (99) 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.
- 12.19 (99) 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 (93) Employees requesting a 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.
- 13.2 A 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 (91) Absolute proof of illness preventing return prior to the expiration of a 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 (93) A 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. A leave of absence obtained under false pretenses shall be cause for discharge.
- 13.6 (96) An employee elected or appointed as a salaried representative of the Union, 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 (99) Upon written request of the National Representative and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted a leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.
- 13.8 (91) 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 a 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 for the renewal of the Collective Agreement.

13.11 (96) The Employer shall allow the Union Steward in a Department to be absent from his job, without disturbing service and without loss of regular wages, for a reasonable period of time in order to assist employees within the Department in discussion(s) pertaining to the interpretation and/or application of the Collective Agreement with their immediate Supervisors.

The Union Steward must first obtain permission to be absent from his work station from his immediate Supervisor. The permission shall not be refused without a valid reason.

The Union Steward shall advise his immediate Supervisor as soon as he returns to his work station.

Should a Union Steward be absent from work or not nominated in a Department, the Local Chairperson may replace him under the same conditions.

The Local Chairperson attending a meeting mutually agreed upon with the Director, Human Resources, shall be subject to no loss of regular wages.

Article - 14 - Grievance Procedure

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

(99) The employee having a grievance must present the grievance either orally or in writing within five (5) calendar days, excluding Statutory Holidays, Saturday or Sunday, of its occurrence (or within five (5) 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 five (5) calendar days, excluding Statutory Holidays, Saturday or Sunday, after receipt of the grievance. The employee may present his grievance with a representative of the Union.

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 General Manager or his representative within ten (10) calendar days after the day the employee receives the decision in Step #1. The General 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

(99) Failing settlement of the grievance in Step #2, an appeal in writing must be made by the National Representative or his representative to the Vice-President, Human Resources - Canadian Pacific Hotels Corporation or his representative within twenty-one (21) calendar days after receipt of the decision of the General Manager under Step #2. The Vice-President, Human Resources - Canadian Pacific Hotels Corporation or his representative shall render his decision to the National 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 (99) The following special procedures shall be applicable to an employee subject to a suspension or discharge:

An employee subject to a 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. At the employee's or his Union Representative's request, all known evidence will be shown for information purpose by the Director, Human Resources or his representative at least twenty four (24) hours or at another mutually agreed time prior to the hearing. 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 National Representative of the Union. 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 (99) The employee will be given a copy of any complaint and/or written corrective action (not verbal notes to file) 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 (99) No offence dating back to more than eighteen (18) months on a full-time employee's part or twenty-four (24) 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 (96) 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 Union.
- 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 working 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 training:

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.

17.2 (99) An employee who has at least one (1) year of continuous service with the Château Laurier, who is called for jury duty and/or subpoenaed as a witness other than as the accused, shall be granted leave of absence for any day on which he reports for such jury or witness duty, one time during the life of this Collective Agreement. Should the employee receive jury duty or witness pay, he shall be reimbursed an amount to ensure no loss in regular pay only upon providing the Company the documentation attesting to such.

Article - 18 - Rehabilitation

- 18.1 (91) 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 (93) 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 (99) The Company shall exchange with the National 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 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 Château Laurier Hotel for the following;

- Life Insurance:

- Effective with the signing of the new Agreement, life insurance coverage shall be at \$35,000.

- Life Insurance at retirement:

- Effective with the signing of the new Agreement, life insurance coverage shall be at \$5000.

- Accidental Death & Dismemberment:

- Effective with the signing of the new Agreement, principal sum coverage shall be at \$35,000.

- Weekly Indemnity,

- Effective with the signing of the new Collective Agreement:

Non-gratuity earners = 70% of your regular weekly earnings, for up to 26 weeks (formula 1/1/4, 15/15/11) up to the maximum of your weekly insurable earnings as defined by the Employment Insurance Act.

Gratuity earners = a) for those employees for whom the Employer does not include gratuity on their pay cheque for legislated taxes purposes: 75% of your regular weekly earnings, excluding tips and gratuities, for up to 26 weeks (formula 1/1/4, 15/15/11) up to the maximum of your weekly insurable earnings as defined by the Employment Insurance Act.

or

b) for those employees for whom the Employer does include gratuity on their pay cheque for

legislated taxes purposes: weekly income benefit is calculated at 70% of your regular weekly earning excluding tips and gratuities, but in no event will this amount be less than the % of your weekly insurable earnings as defined under the Employment Insurance Act of Canada.

- Supplementary Medical Benefits,
 - Effective with the signing of the new Agreement, said benefit shall provide for hearing aid coverage at \$500/5years.
- Dental Benefits.
- Vision Care:
 - Effective with the signing of the new Agreement, coverage shall be \$200.00 every 24 months per employee and/or dependent covered under the plan, no deductible.
 - Effective January 1st, 2001, coverage shall be at \$250.00/every 24 months per employee and/or dependant covered under the plan, no deductible.

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

19.3 (a) (99) 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;
- Upon signing of the new collective agreement = 60% of the total monthly premium paid by the Company.
- Effective January 1st, 2000 = 80% of the total monthly premium paid by the Company.
- Effective January 1st, 2001 = 100% of the total monthly premium paid by the Company.
- Dental benefits = 50% of total monthly premium.
 - Upon signing of the new collective agreement = 60% of the total monthly premium paid by the Company.
 - Effective January 1st, 2000 = 80% of the total monthly premium paid by the Company.
 - Effective January 1st, 2001 = 100% of the total monthly premium paid by the Company.
- Vision Care =

- Upon signing of the new collective agreement = 60% of the total monthly premium paid by the Company.
- Effective January 1st, 2000 = 80% of the total monthly premium paid by the Company.
- Effective January 1st, 2001 = 100% of the total monthly premium paid by the Company.

b) For the employees who were entitled to a train pass, the Company shall pay 75% of the premium for the Medical and Dental benefits for as long as they remain active employees. Effective January 1st, 2000, the provisions of a) above shall apply. The names of said employees shall appear on Schedule "C".

19.4 (99) There shall be no discrimination based on sexual orientation in the case of Family coverage as specified in the "Canadian Pacific Hotels' Employee Benefit Plan for Unionized Employees of the Château Laurier Hotel".

An employee availing himself of this provision shall provide proof that he has been living as common-law for a minimum of one (1) year with the other person, and shall be responsible for payment of any and all associated taxation requirements.

19.5 (99) An employee qualified for the Weekly Indemnity Benefit, as established under the "Benefit Plan for Unionized Employees of the Château Laurier Hotel", will receive once per calendar year from the Company the equivalent of three (3) days' wages to compensate for loss of time during the specified three (3) day waiting period. Starting January 1st, 2000, this benefit will be offered twice per calendar year.

19.6 (99) An employee will not be required to provide a medical certificate for a one (1) day absence. In doubtful cases the employer reserves the right to request a doctor's certificate or to appoint another doctor, different from the one providing the certificate, in order to establish the facts in the case at hand.

19.7 (99) It is agreed and understood by the parties signatory to this Agreement that the present coverage provided in the booklet, "Canadian Pacific Hotels Corporation Employee Benefit Plan" for Unionized Employees of the Château Laurier Hotel, may only be altered or amended by mutual agreement of both parties.

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 normal working hours, i.e. from 08:00 to 17:00 hours.

20.3 (99) **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 employees in the Culinary 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 eighty dollars (\$80.00) 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 (99) **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 procedures and notified immediately their supervisor or his assistant to allow for either corrective action or proper investigation.

Payment on mishandled credit cards or checks 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 subject to other forms of corrective action, as appropriate.

- 20.5 **Posting of Union Notices:** Notices of interest to employees may be posted on the premises by the Union. Notice boards for this purpose shall be provided by the Union and shall be in keeping with general furnishing.
- 20.6 (91) **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 (93) **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 (99) **Bereavement Pay:** In the case of bereavement, an employee having at least six (6) months seniority shall be allowed five (5) working days' pay on a normal working day that occurs during the five (5) days immediately following the day of death in the following instances: death of spouse or child. And 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, 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 (96) **Recognition of Management Functions:** The Union 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 (93) **Severance Pay:** Upon submission of formal resignation from the Company's service and having fully exercised his seniority rights , severance pay shall be granted to 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 (99) The Company will undertake the responsibility for printing the Collective Agreements in either English or French as may be required from time to time and will absorb the cost of such printing. The Company shall be responsible for the translation of the English version into the French version and shall absorb the full cost.

20.14 (99) Both parties signatory to the Collective Agreement agree to adhere and uphold the "Harassment Prevention 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 employees occupying excepted positions adhere to and are governed by said policy.

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

An employee will be allowed to have Union representation at the time of filing his complaint with the Company.

20.15 (99) An employee required by the Company to act as a trainer will receive a premium of fifty (\$0.50) cents in addition to his hourly rate of pay for all hours assigned to training other employee(s).

Article - 21 - Duration of Agreement

21.1 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 31st, 2001, 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 1st, 2001.

Signed at Ottawa, Ontario this _____th day of _____ 1999.

For:
The Company

For:
The Union

F. Pigeon

E. Torre

F. Sauriol

L. Landry

C.J. Sauve

M. Foubert

S. Gratton

J. Lau

C. Sauvageau

M. Jimenez

Article - 22 - Paid Education Leave (99)

22.1 (99) Château Laurier has agreed to pay into a special fund two cents (\$0.02) per hour worked per employee represented by the CAW for the purpose of providing Paid Education Leave. Said monies will be paid by the Company on a quarterly basis and within thirty (30) calendar days following the end of each quarter, into a trust fund established by the CAW for this purpose, and will be made payable and remitted to the following:

CAW Paid Education Leave Training Fund
c/o CAW Family Education Centre
R.R. #1
Port Elgin, Ontario, N0H 2C0

22.2 (99) Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between the Château Laurier Hotel and the CAW-Canada, Local 4270, and subject to the operational requirements of the service.

A leave of absence without pay will be granted to one (1) member, at a time, of the bargaining unit selected by the Union to attend an educational program offered by the CAW at the CAW Family Education Centre in Port Elgin, Ontario.

Such leave shall be requested by the National Representative in writing to the Director, Human Resources, providing at least ninety (90) days advance notice. Such request, upon approval, will be granted in writing for up to twenty (20) days of class time (plus travel time as necessary).

It is understood that an employee on said unpaid leave of absence is also subject to the provisions of the existing Collective Agreement as it relates to the continued accumulation of seniority and/or entitlement to health benefits as applicable.

Furthermore, it is understood and agreed by both parties that the Company's contribution as outlined above shall be part of the individual hotel property's payroll costing.

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

	Job Classification	Present Rate	January 01/1999	July 01/1999	January 01/2000	January 01/2001
	Group I					
	Front Office & Clerical Department					
0	Sr. Front Office Clerk	\$12.52	\$13.17	\$13.57	\$13.89	\$14.22
0	Front Office Clerk	\$11.51	\$12.16	\$12.56	\$12.87	\$13.21
	Reservation Dept.					
0	Reservation Co-Ordinator	\$13.00	\$13.25	\$13.25	\$13.58	\$13.92
0	Reservation Clerk	\$10.76	\$11.01	\$11.01	\$11.29	\$11.57
	Telephone Dept.					
0	Telephone Operator	\$10.74	\$11.37	\$11.75	\$12.04	\$12.34
0	Night Telephone Operator	\$11.55	\$11.94	\$12.08	\$12.38	\$12.69
	Group II					
	Service Department					
0	Head Doorperson/Valet	\$ 9.37	\$ 9.62	\$ 9.62	\$ 9.86	\$10.11
0	Doorperson/Valet	\$ 8.37	\$ 8.62	\$ 8.62	\$ 8.84	\$ 9.06
0	Bellperson	\$ 7.44	\$7.95	\$ 8.21	\$ 8.42	\$ 8.62
	Group III					
	Housekeeping Dept.					
0	Head Houseperson	\$10.97	\$11.61	\$11.99	\$12.29	\$12.59
0	Houseperson	\$10.82	\$11.46	\$11.84	\$12.14	\$12.44
0	Room Attendant	\$10.82	\$11.46	\$11.84	\$12.14	\$12.44
0	Shampoo Person	\$10.97	\$11.61	\$11.99	\$12.29	\$12.59

	Group IV Culinary Dept.					
0	Sr. Chef de Partie	\$16.06	\$17.13	\$17.93	\$18.38	\$18.84
0	Chef de Partie	\$15.51	\$16.59	\$17.41	\$17.85	\$18.29
0	1 st Cook	\$13.65	\$14.74	\$15.57	\$15.96	\$16.36
0	2 nd Cook	\$11.77	\$12.14	\$12.25	\$12.56	\$12.87
0	3 rd Cook	\$10.39	\$11.45	\$12.25	\$12.56	\$12.87
0	Apprentice Level 1 (*)	\$11.60	\$12.53	\$13.23	\$13.57	\$13.90
0	Apprentice Level 2 (*)	\$10.24	\$11.06	\$11.68	\$11.97	\$12.27
0	Apprentice Level 3 (*)	\$ 8.87	\$ 9.58	\$10.12	\$10.37	\$10.63
	(*) To move from Level to Level without posting.					
	(*) The Apprentice rate is to be based on the 1 st Cook rate; Level 1 equal 85%. Level 2 = 75% and Level 3 = 65%					
	Group V Stores Department					
0	Purchasing/Storekeeper	\$12.96	\$13.43	\$13.64	\$13.98	\$14.33
0	Receiver/Storekeeper	\$12.14	\$12.61	\$12.82	\$13.14	\$13.47
	Group VI Stewarding Department					
0	Head Kitchen Steward	\$13.62	\$13.87	\$13.87	\$14.22	\$14.57
0	Kitchen Steward	\$11.83	\$12.08	\$12.08	\$12.38	\$12.69
0	Silver Burnisher	\$10.99	\$11.66	\$12.08	\$12.38	\$12.69
0	Head Kitchen Attendant	\$11.09	\$11.93	\$12.51	\$12.81	\$13.12
0	Kitchen Attendant	\$10.66	\$11.50	\$12.07	\$12.37	\$12.69
0	Utility Attendant	\$10.76	\$11.55	\$12.07	\$12.38	\$12.69
0	Warewasher	\$10.33	\$10.74	\$10.90	\$11.17	\$11.45
	Group VII Health Club Dept.					
0	Senior Attendant	\$11.42	\$11.94	\$12.21	\$12.49	\$12.78
0	Attendant	\$10.42	\$10.94	\$11.21	\$11.49	\$11.78

	Group VIII (Note #3) Food & Beverage Service Department					
0	Host/Hostess	\$10.55	\$11.43	\$12.06	\$12.36	\$12.67
1	Server	\$ 7.54	\$ 8.00	\$ 8.20	\$ 8.41	\$ 8.62
1	Senior Bartender	\$ 9.27	\$ 9.60	\$ 9.68	\$ 9.92	\$10.17
1	Bartender	\$ 9.05	\$ 9.63	\$ 9.95	\$10.20	\$10.45
0	Busperson	\$ 8.70	\$ 9.90	\$10.85	\$11.12	\$11.40
1	Service Bartender	\$ 9.05	\$10.25	\$11.20	\$11.48	\$11.77
0	Pantry Person	\$ 9.28	\$ 9.53	\$ 9.53	\$ 9.77	\$10.01
	Group IX Royal Service Dept.					
0	Senior Royal Co-Ordinator	\$11.36	\$12.21	\$12.78	\$13.10	\$13.43
0	Royal Co-Ordinator	\$10.74	\$11.65	\$12.30	\$12.61	\$12.92
1	Royal Service Agent	\$ 7.75	\$ 8.16	\$ 8.32	\$ 8.53	\$ 8.74
1	Night Royal Service Agent	\$ 8.68	\$ 8.93	\$ 8.93	\$ 9.15	\$ 9.38
0	Mini-Bar Attendant	\$ 9.53	\$ 9.78	\$ 9.78	\$10.02	\$10.28
	Group X Laundry Department					
0	Seamstress/Tailor	\$11.46	\$12.16	\$12.60	\$12.92	\$13.24
0	Utility Person	\$11.03	\$11.28	\$11.28	\$11.56	\$11.85
0	Seamstress	\$10.80	\$11.05	\$11.05	\$11.33	\$11.61
0	Presser	\$10.71	\$10.96	\$10.96	\$11.23	\$11.51
	Group XI Maintenance Dept.					
0	General Mechanic	\$17.86	\$18.19	\$18.25	\$18.71	\$19.17
0	Electrician	\$17.86	\$18.19	\$18.25	\$18.71	\$19.17
0	Plumber/Steamfitter	\$17.86	\$18.19	\$18.25	\$18.71	\$19.17
0	French Polisher	\$17.58	\$17.91	\$17.97	\$18.42	\$18.88
0	Carpenter	\$16.73	\$17.55	\$18.11	\$18.56	\$19.03
0	General Maint. Person	\$16.90	\$17.23	\$17.29	\$17.72	\$18.17
0	Journeyman Painter	\$16.73	\$17.14	\$17.29	\$17.72	\$18.17
0	Maintenance Technician	\$15.51	\$15.89	\$16.02	\$16.42	\$16.83
0	Purchasing/Storekeeper	\$12.94	\$13.27	\$13.33	\$13.66	\$14.00
0	Helper	\$11.26	\$11.59	\$11.65	\$11.94	\$12.24
	Group XII Staff Cafeteria Dept.					
0	Head Attendant	\$10.85	\$11.10	\$11.10	\$11.38	\$11.66
0	Attendant	\$10.17	\$10.42	\$10.42	\$10.68	\$10.95
	Group XIII Parking Dept.					
0	Cashier	\$11.12	\$11.37	\$11.37	\$11.65	\$11.95

Group XIV						
Banquets Department						
0	Head Houseperson	\$11.21	\$11.46	\$11.46	\$11.75	\$12.04
0	Houseperson	\$10.17	\$10.42	\$10.42	\$10.68	\$10.95
1	Server/Bartender	\$ 7.54	\$ 8.01	\$ 8.22	\$ 8.43	\$ 8.64
1	Captain	\$ 9.25	\$ 9.50	\$ 9.50	\$ 9.74	\$ 9.98
		0 =	Non-gratuity classification			
		1 =	Gratuity Classification			
	Note #1	All increases shall be effective on the first day of the beginning of the pay period closest to the above dates.				
	Note #2	Starting rate: 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) month period of employment. Upon completion of this period, the rate will be adjusted to the basic rate of pay.				
	Note #3	Employees will still be hired for a specific OUTLET and will accumulate seniority only in original OUTLET, but may be scheduled in other F&B OUTLETS in order to maximize hours of work. The provisions of clause 4.18 will only be applicable within the OUTLET said employee was hired for.				

Schedule "B" - Excepted Positions

Executive Office Staff
Front Office Manager
Assistant Manager
Night Manager
Reservations Manager
Chef Concierge
Concierge
Executive Housekeeper
1st Assistant Housekeeper
Security Staff
Food and Beverage Director
Food and Beverage Outlets Manager
Assistant Food & Beverage Outlets 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
Revenue Manager
Catering Staff
Public Relations Staff
Office Secretary and Staff (Front office, F&B Office, Engineering & Housekeeping)

Agency personnel (s) (*)

(*) It is understood that said "Agency personnel(s)" will only be used by the Company for a specific job requirement, with a specific period of time which is not to exceed ten (10) consecutive working days.

Schedule "C"

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

Allen, Eleanor
Boucher, Therese
Charlebois, Pierre
Chenier, Gaetan
Coelho, Lucie
Dompierre, Mario
Gervais, George
Groleau, Pierre
Janvier, Yves
Leroux, Nicole
Perron, Denis
Santoliquido, Rita
Seemungal, Rosalie
Smith, Daniel
Soulieres, Denise
Talwar, Anita
Williams, Gwen

(99) Appendix "A" - Banquets

1- Employees working in the classifications covered hereunder shall be entitled to all the terms and conditions of the agreement, except as herein below amended, supplemented or modified. In the event there is a conflict between the terms of this Appendix and the Agreement, the terms of this Appendix shall prevail.

2- Seniority

It is understood and agreed that there shall only be the cap number of positions as listed below in each classifications covered by Appendix "A" for the duration of this Agreement:

The capped number of full-time employees shall be recognized as follows:

- Captains: 2
- Servers/Bartenders: 14

The capped number of part-time employees shall be recognized as follows:

- Servers/Bartenders: 30

3- Hours of Work:

- (a) The following provisions are not to be interpreted as a daily and/or weekly guarantee of hours of work.
- (b) Full-time and part-time employees scheduled to work or otherwise called in to work shall be paid at least four (4) hours at the regular pay if they have not been advised twelve (12) hours prior to their scheduled starting time. Four (4) hours of work may be required as assigned. Any employee who lays off on his own accord shall only be paid for hours worked.

The above guarantee shall not apply where events are cancelled or modified due to an act of God or circumstances beyond the control of the Company for which events no cancellation fees are generated.

The above may be verified by the Local Chairperson upon request to the Director, Human Resources.

3- Hours of Works: (contd.)

- (c) The Company will, subject to its right to maintain a qualified and efficient work force, use its best efforts to assign regular working hours on the basis of seniority with due regard given to the demand of the service as follows:
- First, to full-time employees up to forty (40) regular hours in any work week;
 - Second to part-time employees up to thirty (30) but not exceeding thirty-two (32) regular hours in any work week, until all part-time employees have been scheduled. Then any remaining hours of work will be awarded, up to forty (40) regular hours to part-time employees by descending order of seniority. These additional hours can be refused if a junior qualified part-time employee is available to do the work.
 - Any remaining hours will be awarded to Casual employees.
- (d) The Company shall provide an unpaid eating period of one-half (½) hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an unpaid eating period.
- (e) Following the posting of the work week schedule, should an “extra” shift of work be added, it will be in accordance with the provisions stated in (c) above amongst those employees scheduled to work less than a regular week’s work. A qualified full-time or part-time employee may request a change in his daily hours of work as assigned provided that said change is for a greater number of hours on the same work day and does not exceed the number of hours constituting a regular day’s work.

4- Overtime Hours:

Authorized time worked by a full-time or a part-time employee in excess of eight (8) regular hours in a day or for a full-time employee forty (40) regular hours in the same work week, and in excess of forty-four (44) hours in the same work week by a part-time employee, shall be considered as overtime and paid in fifteen (15) minute increments at one and one-half (1 ½) times the prescribed hourly rate for the employee's service. Furthermore, all time worked on the seventh (7th) consecutive day shall be paid in accordance with the overtime provisions contained herein.

5- Vacations:

- (a) Full-time employees shall be entitled to annual vacation in accordance with the following:
an employee who, at the beginning of the calendar year, has:
- (I) less than one (1) year of continuous service is entitled to one (1) day vacation per completed month of employment up to a maximum of ten (10) days vacation paid at four percent (4%) on total wages earned in the previous year;
 - (II) completed one (1) year of continuous service but less than five (5) years of continuous service, two (2) weeks vacation paid at four percent (4%) on total wages earned in the previous year;
 - (III) completed five (5) years of continuous service but less than eleven (11) years of continuous service, three (3) weeks vacation paid at six percent (6%) on total wages earned in the previous year;
 - (IV) completed eleven (11) or more years of continuous service, four (4) weeks vacation paid at eight percent (8%) on total wages earned in the previous year.
 - (V) completed twenty-two (22) or more years of continuous service, five (5) weeks vacation paid at ten percent (10%) on total wages earned in the previous year.
- (b) For the purpose of this Article, “total wages earned in the previous year” shall mean regular hours and overtime hours worked and paid in the immediate preceding calendar year.

5- (Cont'd)

- (c) Vacation shall be granted within a twelve (12) month period immediately following the completion of the calendar year. He shall receive vacation indemnity prior to his departure for vacation. It is understood that the amount which the employee shall receive will be in concordance with the number of day(s) or week(s) taken as vacation period.
- (d) Application for annual vacation from employees shall be filed as early as possible in January but in any event no later than March 1st. Employees who do not apply for vacation prior to March 1st shall be required to take their vacation at the time prescribed by the Company.
- (e) Application filed prior to March 1st, insofar as it is practicable to do so and as long as the Company is able to maintain a qualified and adequate staff in the department, will be allotted in order of seniority of applicants.
- (f) Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 1st shall be required to take their vacation at a time prescribed by the Company. Vacation credits shall not be accumulated from one year to the next.
- (g) Part-time and Casual employees (excluding those persons from Agencies) shall be governed by the Employment Standards Act of Ontario, except for the provisions of (c), (d), (e) and (f) above which shall be applicable, and they shall receive the vacation indemnity earned within the first month of the year following the reference year for which they have earned said indemnity.

6- Statutory Holidays:

Banquets employees shall be governed by the provisions of Article 11 - Statutory Holidays.

7- Health and Welfare:

The Company shall apply all provisions of the present Article 19 of the Agreement governing employees of the Château Laurier, Ottawa, Ontario to all full-time employees.

8- Miscellaneous:

- (a) 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.

Full-time and part-time employees shall be supplied two (2) shirts as part of the uniform.

9- Banquet Gratuities:

- (a) The total seventy-five percent (75%) of accumulated gratuities for each pay period shall be distributed amongst persons (full-time employees, part-time employees and casual help) working as either captain or server/bartender, on a point system based on one (1) hour worked equal one (1) point.
- (b) The Company shall provide the Local Chairperson with the following breakdown on banquet gratuities:
 - (I) the total net gratuities per pay period including corkage fees included in said portion;
 - (II) the seventy-five percent (75%) portion of the gratuities;
 - (III) the amount of gratuities per function and the total number of hours worked by captains, server/bartenders during the same pay period;
 - (IV) the amount of adjustment to gratuities, if any;
 - (V) following an agreed meeting time with the Director, Convention Services and Catering or his designate, the Local Chairperson or his designate may review pertinent documents to justify any of the issues stated herein.
- (c) Should the Company charge a corkage fee, fifty percent (50%) of said corkage fee shall be remitted to the gratuities fund forming the seventy-five percent (75%) portion of gratuities.
- (d) (99) All management banquet functions will have an automatic ten percent (10%) gratuity added, it is agreed that the entire ten percent (10%) shall be added to seventy-five percent (75%) portion of the gratuity pool.

Letter of Agreement No. 1 - Validation

between

Château Laurier

Between Château Laurier & CAW Local 4270

and

Canadian Automobile, Aerospace Transportation
and General Workers, Union of Canada (CAW-Canada)
Local 4270

The Company agrees not to enter into any agreement or contract with unionized employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement, unless mutually agreed in writing between the Director, Human Resources, and the Local Chairperson.

Any such Memorandum/Letter of Agreement, Letter of Understanding/Intent or verbal agreements agreed to prior to the signing of this Collective Agreement and not included in this Agreement will be considered null and void.

Signed at Ottawa, Ontario this day of 199 .

For:
The Company:

For:
The Union:

(General Manager)

(National Representative)

Letter of Agreement No. 2 - Maximization of Regular Hours

between

Château Laurier

and

Canadian Automobile, Aerospace Transportation
and General Workers, Union of Canada (CAW-Canada)
Local 4270

The parties herein agree, that notwithstanding the provisions contained in clause 5.4 of the of this 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 day of 199 .

For:
The Company:

For:
The Union:

(General Manager)

(National Representative)

Letter of Agreement No. 3 - Averaging of Hours/Maintenance Technician

between
Château Laurier

and
Canadian Automobile, Aerospace Transportation
and General Workers, Union of Canada (CAW-Canada)
Local 4270

Provided the appropriate permits are obtained, both parties signatory to this letter have agreed that the regular hours of work will be averaged on a two (2) pay period basis for the classification of Maintenance Technician.

- Each assigned work day shall not exceed a shift of twelve (12) regular hours of work including two (2) periods of twenty (20) minutes each in which to eat.
- Payment shall be based on a two (2) week period and no week shall exceed forty-eight (48) regular hours. Any additional authorized overtime hours shall be paid at the overtime rate.
- Payment of Vacation shall be based on an eight (8) hour work day.
- Payment for Statutory Holiday shall be:
 - If it falls on a regular day off, it shall not exceed eight (8) regular hours.
 - If worked and either paid the same pay period or the agreed to lieu day is not granted, it shall not exceed eight (8) regular hours.
 - If worked and a lieu day is granted, it shall be the equivalent of the day worked.
 - If it falls on a day not worked but the employee would have worked normally, it shall be the equivalent of the day he would have worked.

Both parties signatory to this letter have agreed that either party may end this "Letter of Agreement", by giving the other party a notice of thirty (30) calendar days in advance.

Signed in the city of Ottawa, in the province of Ontario this day of 199 .

For:
The Company:

(General Manager)

For:
The Union:

(National Representative)

Letter of Agreement No. 4 - Return to Work Program

between

Château Laurier

and

Canadian Automobile, Aerospace Transportation
and General Workers, Union of Canada (CAW-Canada)
Local 4270

The parties have established a Return to Work Program to reduce the effects of a work-related accident or illness recognized by the WSIB of Ontario, and which will be offered to all employees who, as a result, are unable to perform their regular duties.

The employer agrees to make every reasonable effort, unless prevented by undue hardships, to provide suitable modified work to any employee who is unable to perform his regular duties as a consequence of his disability, and who is under active professional treatment. If the employee refuses this offer of employment, the WSIB will be informed and the employee's claim reviewed.

The Union agrees to counsel and encourage its members to participate in the Return to Work Program.

Overtime shall not be encouraged for any person(s) involved with our Return to Work Program.

All employees covered by this Program must swipe in and out as usual for payroll purposes. Payment made to employees involved in a temporary modified job assignment as part of this Program, will be at their established rate of pay.

All employees must adhere to company policies and procedures and abide by the collective agreement.

A modified job assignment will only be considered for employees who are unable to perform their regular duties for at least one week and the duration will be dictated by the review process from the Program Manager.

In the case of permanent disabilities, the parties agree to meet with a view to assess and resolve the issues.

Letter of Agreement No. 4 - Return to Work Program - (Cont'd)

Any assignment made under this program shall be made without having to be posted as stipulated in the collective agreement. The Company shall meet with the Union to inform them of each case and its particulars before an employee is placed on the Return to Work Program.

In the instance of a job posting, an employee on the Return to Work Program shall be entitled to apply for the opening in accordance with the collective agreement. A medical clearance will be required before a final offer is extended to the employee, and which will verify that the position is reasonably suited to the employee who is on the Return to Work Program and would fulfil the needs of his rehabilitation and not cause further injury.

Each assignment will periodically be reviewed by the Program Manager, and said review will dictate whether the employee is maintained on the Return to Work Program, returned to his previous position, or removed from the Program to go back onto W.S.I.B. benefits.

In the case of a lay off, any employee under the Return to Work Program shall be considered for lay off in accordance with his pre-injury seniority and classification.

Signed in the city of Ottawa, in the province of Ontario this day of 199 .

For:
The Company:

For:
The Union:

(General Manager)

(National Representative)

Letter of Agreement No 5 - GRTW

between

Château Laurier

and

Canadian Automobile, Aerospace Transportation
and General Workers, Union of Canada (CAW-Canada)
Local 4270

How the Gradual Return to Work Program (GRTW) Works

When you have been approved by Great-West Life for Weekly Indemnity Benefits, Great-West Life will review the claim to determine if you are a candidate for modified work.

Letter of Agreement No. 5 -

If you are considered a candidate, Great-West Life will contact your Human Resources Department to determine whether or not modified work is available. Human Resources may also advise Great- West Life of available modified work when initially submitting your claim.

Great-West Life will also discuss your claim with your Doctor to determine if your are medically capable of performing modified work. If your Doctor confirms that you are able to perform the modified work available, a letter of acceptance will be sent to you and your Human Resources Department by Great-West Life. If your Doctor feels you are not able to perform modified work duties, you will be entitled to regular weekly indemnity benefits.

Please note, if you do not participate in the Gradual Return to Work Program after qualifying (ie: Great-West Life, your Hotel and your Doctor agree that modified work is available and medically possible), you will not be eligible for Weekly Indemnity benefits.

While on modified work, you can earn up to 90% of your pre-disability earnings.

Letter of Agreement No 5 - GRTW - (Cont'd)

The calculation for Gradual Return to Work Earnings is as follows:

Gradual Return to Work Earning + (Regular WI Rate - 50% of GRTW earnings) = Total GRTW earning

GRTW earnings are limited to 90% of pre-disability earnings.

Regular Hourly Rate	Regular (40 hours) Weekly Rate	Regular WI Rate (70%)	Maximum GRTW Earnings (90%)
\$10.35	\$414.00	\$289.80	\$372.60

Example: Employee returns for modified work 5 days per week (4 hours per day)

GRTW earnings (10.35 x 4/hr x 5/day) = \$207.00

+ (Reg. WI - 50% of GRTW) (289.80 - 103.50) = \$186.30

\$393.30

Less amount over 90% of Pre-disability earnings - 20.70

= Total Weekly earnings while on Gradual Return \$372.60 **90% of pre-disability earnings**

Signed in the city of Ottawa, in the province of Ontario this day of 199 .

For:
The Company:

For:
The Union:

(General Manager)

(National Representative)

Letter of Intent No. 1 - Parking Privileges

March 30th, 1999
Mr. Edouard Torre
National Representative
CAW-Canada
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

This letter will confirm the Company's intention to provide "parking privileges", location of which is restricted to the top, outdoor level of the garage, will continue to be made available to Château Laurier employees for the period covering the date of signing of this letter to December 31, 2001 inclusively, at a monthly cost plus the appropriate taxes, to be paid by the employee as follows:

- as of the signing of the new collective agreement = eighty dollars (\$80.00) and fifty (50) parking spaces.
- as of January 1, 2000 = eighty-four dollars (\$84.00) and forty-five (45) parking spaces.
- as of January 1, 2001 = eighty-eight dollars (\$88.00) and forty (40) parking spaces.

This privilege may be revoked by the Company at any time provided a written notice of thirty (30) days is given to employees on the notice board.

Yours very truly,

Claude J. Sauve
General Manager