

SOURCE	Co.		
EFF.	97	01	01
TERM.	99	12	01
No. OF EMPLOYEES	280		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT II

between

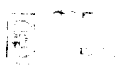
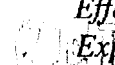



Canadian Niagara Hotels Inc.

- and -

**HOTEL, RESTAURANT and HOSPITALITY
SERVICE EMPLOYEES UNION,
LOCAL 442**

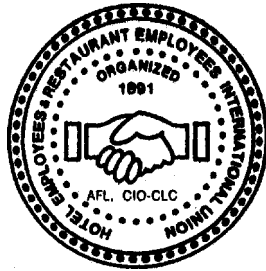


*Effective: January 1, 1997
Expiry: December 1, 1999*

096600031

General Information



UNION OFFICE: 6710 Drummond Road, upper level
Niagara Falls, Ontario
L2G 4P3

TELEPHONE: (905)354-2027
FAX: (905)354-1717
E-MAIL: here442@vaxxine.com

Membership Meetings: Union Office
at **7:30 p.m.**, the second Monday
of the following months:
-January, April, July, October

In the event that the second Monday
is a holiday, the meeting will be held
on the third Monday

President/
Business Manager James A. Whyte

COLLECTIVE AGREEMENT II

between

Canadian Niagara Hotels Inc.

(Hereinafter referred to as "The Company")

and

**Hotel, Motel and Restaurant Employees Union
Local 442 (AFL-CIO-CLC)**

(Hereinafter referred to as "The Union")

Effective: January 1, 1997

Terminates: December 1, 1999

COLLECTIVE AGREEMENT II

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Collective Agreement is to provide lawful and orderly bargaining relations between the Company and its employees covered by this Collective Agreement through the Union, to secure prompt disposition of grievances, to eliminate interruption of work and interface with the efficient operation of the Company's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in the Collective Agreement.
- 1.02** The Company and The Union cannot and will not condone discrimination or personal harassment that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation.

Harassment exists if any conduct, comment, gesture or contact based on any ground stated above, occurs in a context that may cause offence or humiliation, or may be perceived as a condition of hiring, advancement, or continuation or employment.

Personal harassment engaged in by any employee is a serious offence and will make the employee subject to discipline, up to and including discharge.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01** The Company recognizes the Union as the bargaining agent for all employees at Canadian Niagara Hotels Inc. in the City of Niagara Falls, save and except supervisors, persons above the rank of supervisor, office and sales staff, and employees otherwise covered by Collective Agreement I.
- 2.02** No employees in classifications as shown in Article 24 or as amended, may be removed from the bargaining unit while continuing to perform duties under each classification.

- 2.03 In the event the Company introduces a new classification not listed under Article 24 - Classifications and Rates of Pay, the Company shall include the new Classification into the Collective Agreement. The Company shall set a rate for the new classification and notify the Union within seven (7) days of the commencement of the classification. The Union may, within ten (10) days of being notified, request a meeting with the Company to discuss the rate. If no agreement is reached, The Union may, within thirty (30) days of notification, file a grievance contesting the rate and refer it to arbitration pursuant to the procedures established in the Collective Agreement. *Any new classification introduced shall not assume any supervisory responsibilities.*
- 2.04 Management personnel shall not perform bargaining unit work that could have been assigned to a member of the bargaining unit except:
- a) in cases of emergency:
 - b) from the first Tuesday after Thanksgiving to April 10, inclusive, eighty (80) hours weekly may be performed by non-bargaining unit front office and switchboard employees (eighty (80) hours' Skyline Brock and eighty (80) hour's Skyline Foxhead); these hours will be shown on schedule as shifts taken;
 - c) *The Company agrees that management and employees who are not covered by this agreement will not perform work that is performed by members of the bargaining unit. Other than as referred to in 2.04(a) and (b)*
 - e) The Village Inn is exempt from the above, however, the Company shall staff a maximum of one front office manager and one front office supervisor on the front desk along with the required amount of bargaining unit employees.
- 2.05 *It shall be established that employees shall not perform work out of their classification, however, the Union and the Company agree that from time to time conditions necessitate this action. This shall not however be intended to displace an employee.*

ARTICLE 3 - RELATIONSHIP

- 3.01** All employees within the scope of the bargaining unit as set forth in Article 2 -Scope of the Collective Agreement shall as a condition of employment become and remain members in good standing of the Union.
- 3.02** New employees shall make application for membership in the Union at the time of hiring, on forms furnished by the Union to the Company, and shall become and remain members of good standing in the Union as a condition of employment. The aforementioned forms, upon completion, shall be immediately forwarded by the Company to the Union. *In the event on employee notifies the Company of a change of address in writing the Company will notify the Union of said changes by the end of the next pay period.*
- 3.03** The Union agrees to accept into membership all such new employees,
- 3.04** Any employee who is required by the terms of this Agreement to be a member of the Union and who refuses to become a member shall be discharged by the Company upon receipt of official notice in writing from the Union to the Company.
- 3.05** The Union shall notify in writing, with a copy to the Company, any individual employee who has been suspended, expelled or declared not to be in good standing. The Company shall discharge such employees automatically seven (7) days after the receipt of the Union notice, unless:
- a) the employee's status becomes acceptable to the Union during the period; or
 - b) the employee makes a claim in writing to the Company that the Union action is unjust and that he/she requests the matter to be taken up through the grievance procedure of this Collective Agreement.
- 3.06** The Company agrees to deduct whatever sums that may be authorized by the Union constitution, or bylaws of The Local Union for Union dues from the

pay of each employee, said deductions shall be from each biweekly pay period.

- 3.07 Initiation fees shall be deducted **from** the pay cheques of new employees on the basis of ~~five~~ **fifty** percent (50%) of the total initiation fee deducted ~~from~~ each of the ~~first~~ **two (2)** pay periods following their commencement of employment
- 3.08 The Company shall deduct dues ~~from~~ employees upon their ~~return to work~~ **from** an absence due to sickness, leave of absence or layoff. Said dues shall cover payments not made during the absence. Deductions shall be made as advised by the Union **to** the Payroll Department.
- 3.09 The ~~sum~~ deducted **from** the **Union** Dues and Initiation Fees shall be forwarded to the **Union** within seven (7) days of the last pay period in each month. *Said remittances shall accompany a statement showing the employees names, social insurance number and accumulated total deduction for initiation fees and dues for each employee.*

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges the exclusive function of the Company ~~generally~~ **generally** to manage the enterprise in which it is engaged and particularly to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, transfer, ~~promote~~, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or ~~a~~ **that an** employee has been discharged or ~~disciplined~~ without *just* cause may be the subject of a grievance and dealt with as hereinafter provided.
 - c) *It is agreed that the company may issue and enforce from time to time reasonable rules and regulations copies of which shall be posted at the time of issue.*

It is understood that these rights shall not be exercised in a manner inconsistent with the terms of the Collective Agreement.

- 4.02** In order that Management's rights to maintain efficiency, as referred to in paragraph a) above, may be fully effectuated, and that there may be full co-operation between the Company and its employees, it is agreed that all officers of the Union, in any way concerned with the operation of the Collective Agreement, as well as Union Stewards and Committee Members, will not encourage and will actively discourage any inefficiency or malpractice on the part of an employee or group of employees.
- 4.03** It is the Management's intention not only to require efficiency, but to promote the efficiency of its employees, and wherever possible, to institute and maintain training programs with a view to the selection for advancement of employees who display interest, aptitude and efficiency.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 a)** The Company will, upon reasonable notification to the Human Resources Manager, or delegate, or the Duty Manager, permit reasonable access to designated areas of its premises by an accredited Union representative for the purpose of business connected with the Union, providing said business shall not interfere with the operations of the department concerned;
- b) in the event that the Company feels that the Union has abused its privileges, as set out in a) above, the matter shall be grievable pursuant to the grievance procedure.
- 5.02** The Company acknowledges the right the Union's right to appoint or otherwise select a reasonable number of shop stewards to assist employees in presenting their grievances to the representatives of the Company. There shall not be more than one (1) Steward per department in each location. The Union shall notify the Company immediately in writing of any changes in the personnel of the Stewards before the Company shall be required to recognize them.

- 5.03 No employee or Steward shall leave his/her workplace to attend to Union business, or to service a grievance until he/she has secured permission from his/her Supervisor, which shall not be unreasonably withheld. When resuming their normal work, they shall report to their Supervisor. Such business shall be between the Union and the Company.
- 5.04 The Company agrees that there will be no recrimination practised against Stewards for carrying out their functions on behalf of the Union, nor by reason of union membership or lawful union activity.
- 5.05 The Union Negotiating Committee shall consist of the President/Business Manager of Local 442, International Representative and five (5) employees of The Company, or any combination of the above to a maximum of seven (7) people to represent both Collective Agreement I and II.
- The Company shall pay last wages for the current negotiations (96/97) and future negotiations to a maximum of one thousand dollars (\$1000.00) for the life of the agreement.*
- 5.06 It is mutually agreed that employees shall not be eligible to serve as departmental Stewards or members on any Union committee established under this Collective Agreement until they have completed their probationary period.
- 5.07 An employee may request to be accompanied by a Shop Steward or a representative of the Union when being reprimanded or disciplined. Management shall advise employees of this right at the time of issuance of any discipline. In the event an employee refuses union representation, the supervisor shall note this on the disciplinary notice.
- 5.08 Warnings in writing, other than suspension notices, shall be removed from an employee's personnel file after one (1) year. Employees may view their employment records with the Human Resources Manager. At such time, all stale dated warnings will be removed. Suspension notices are to be removed after two (2) years, provided there is not an occurrence of any nature within two (2) years.

Any written disciplinary notice issued to employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Company is aware of the event leading to his/her actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a management representative and the employee will be asked to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt. Copies of disciplinary notices shall be forwarded to the offices of the Union at the time of issue.

ARTICLE 6 - COMPLAINTS OR GRIEVANCES

- 6.01** It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible.
- 6.02** If any employee or the Union has a complaint or grievance the matter shall be taken up with the Department Head within ten days (10) days of the occurrence or when the employee first became aware of the incident which gave rise to the occurrence. If such complaint is not settled within twenty-four (24) hours, or such longer periods as may be agreed upon, then the following steps of the grievance procedure may be invoked in order:
- Step 1 The grievor or the Union representative shall deliver the grievance in writing to the Department Head concerned, or if not available to the Human Resources Department, within five (5) working days of the matter having been replied to in 6.02 above. The Department Head or the Human Resources Department shall render a decision in writing and deliver same to the grievor within five (5) working days.
- Step 2 Within five (5) working days of the reply being given and received by the grievor and in the event the complaint or grievance is not settled at Step 1, the Union may take the matter up with the Human Resources Manager. A recognized officer of the Union along with the grieving employee may be present at a meeting between the parties. The Company shall render a decision within five (5) working days of the meeting of Step 2.

- 6.03 If a settlement of the grievance is not reached at Step 2, then either party may refer the matter to arbitration pursuant to Article 7 - Arbitration of the Collective Agreement within twenty (20) calendar days of the decision have been received at Step 2.
- 6.04 Working days shall exclude Saturdays, Sundays and Holidays stipulated in the Collective Agreement.
- 6.05 The Company agrees to forward by facsimile replies or correspondence relating to grievances to the Union upon issue. It is understood that the failure of the Union to receive such documents will not nullify or void the action taken by the Company. Hard copies shall be mailed to the Union.
- 6.06 When a grievance or complaint has not been advanced to arbitration within the prescribed time limit, and when there has been no written agreement to extend that time limit, the grievance or complaint shall be deemed to be abandoned.

ARTICLE 7 - ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by The Company, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 7.03 Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its nominee.
- 7.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) calendar days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairperson.

- 7.05 The decision of a Board of Arbitration or a majority thereof, or in the absence of a majority, the decision of the Chairperson, constituted in the above manner will be binding on the Union and the Company.
- 7.06 The **Board of** Arbitration shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the **terms** and provisions of this Collective Agreement.
- 7.07 Each of the parties **to this** Collective Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the fees and the expenses of the **Chairperson**.
- 7.08 If the Company **and the Union** consent **in Writing**, then the **forementioned procedure** relating to **the** constitution of a board of Arbitration may be waived, and grievances or disputes **proceeding** to arbitration may, in such **circumstances**, be **heard** by a single arbitrator.
- 7.09 Nothing in this **Collective** Agreement will prevent either party **pursing** arbitration to Section 49 of the Ontario Labour Relations Act.
- 7.10 No matter may be submitted to arbitration which has not been properly **carried** throughout all **previous steps** of the grievance procedure.
- 7.11 The parties may, **by mutual agreement in writing**, agree to **retain a grievance mediator**. *The costs relating to such a service shall be divided equally between the parties.*

**ARTICLE 8 - MANAGEMENT GRIEVANCE, UNION POLICY
GRIEVANCE**

- 8.01 Any grievance initiated by the Company shall be mailed *or sent by facsimile to the President/Business Manager of the union within thirty (30) days of the occurrence of the event on which the grievance is based*. *The Union shall answer the grievance within five (5) working days after receipt of same; but if there is no answer given in writing then it shall be deemed that the claim of the Company has been refused. If the grievance is not settled by the*

parties through this procedure, it can be submitted to arbitration within twenty five (25) calendar days of the filing of the grievance.

- 8.02** If a group of three or more employees in one department has a mutual grievance, but fails to take up the complaint or grievance or exercise the general grievance procedure, the Company acknowledges the **Union's right** to make representation on their behalf; all steps of the general grievance procedure must be invoked by the Union with the time periods in each step completed. If the Union wishes to file a Policy grievance, it shall do so by mailing *or sending by facsimile* a copy of its grievance to the Company within ~~thirty~~ **(30) days** of the occurrence of the event on which the grievance is based.
- 8.03** The Company shall answer the Policy Grievance in writing within **five (5)** working days after receipt of same, but if there is no answer given in Writing then it shall be deemed ~~that~~ the claim of the Union has been refused. *If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the arbitration procedure of this Collective Agreement within twenty (25) calendar days of the filing of the grievance.*

ARTICLE 9 - DISCHARGE CASES

- 9.01 a) New employees hired shall be considered probationary until they have completed a period of **fifty (50) days worked, or 400 hrs., whichever occurs first**, after which time their seniority shall date back to the day of original hiring. It is agreed that a discharge or layoff of a probationary employee shall be at the sole discretion of the Company and shall not be the subject matter of a grievance or complaint by the Union.
- b) When an employee is laid off during their probationary period and is recalled **within thirteen (13) weeks**, the days worked for purposes of the probationary period shall continue ~~from~~ the date of original hire. Recalls ~~after~~ **thirteen (13) weeks** will be treated as new hires.

- 9.02** A claim by an employee, who has completed his/her probationary period, that he has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Human Resources Manager within five (5) days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.
- 9.03** Such special grievances may be settled by confirming the management's action in discharging the employee or by reinstating the employee with full compensation for lost time or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 9.04** In the event an employee has been discharged, a representative of the Company shall notify the Union within twenty-four (24) hours

ARTICLE 10 - STRIKES AND LOCKOUTS

- 10.01 The Company agrees that during the life of this Collective Agreement it will not cause or direct any lockouts of its employees, and the Union agrees that during the life of this Collective Agreement there will be no strikes or other collective action, which will stop or interfere with production or service, and that if such collective action should be taken, it will instruct its members to carry out the provisions of this Collective Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 11 - SENIORITY

- 11.01 Seniority, as referred to in this Collective Agreement shall mean length of service in the employment of the company and its predecessors.
- 11.02 a) Seniority lists shall be maintained and posted on the Bulletin Boards in each work area. Seniority lists shall show date of hire and date of employment in the department for which the employee works. *Employees starting employment the same day will be allocated seniority order based upon the last four (4) numbers of their social insurance number with the higher number currying the most seniority.* Copies of seniority lists shall be provided to the Union in February and

August. In cases of promotion, demotion, or upgrading of employees, departmental seniority shall be the governing factor provided skill and ability are equal;

- b) seniority lists shall be maintained for each of the three hotels. An employee transferring to another hotel and/or department will be placed on the bottom of the seniority list in the respective department to which the transfer was made. The Reservation Department and switchboard shall each maintain a single seniority listing for the complex;
- 11.03 a) In the scheduling of employees, days off shall be governed by seniority.
- b) Employees shall not have more than two (2) out of three (3) weekends off.
 - c) Weekends include any two (2) consecutive days off with one (1) of the days falling on a Saturday or Sunday.
 - d) shifts shall be rotated on a fair and equitable basis.
 - e) Doubling-back of shifts shall be by mutual consent of the Company and the employee(s) concerned.
- 11.04 An employee declining a promotion or failing to qualify in another position shall retain his/her seniority rights in the position they held prior to the offer of transfer, providing this occurs within forty-five (45) days of the transfer.

Students

- 11.05 A student shall be defined as an employee attending or registered in a regular course of study (occasional or interest courses excepted) whether or not employed between school terms. The following provisions shall apply to students covered by this Collective Agreement:

- a) students shall be listed on their own seniority list in their respective department and shall not have seniority over other employees;
- b) seniority shall be calculated on the number of hours worked;
- c) seniority shall carry **from year to year**, however, the **first** season of employment or the **first fifty (50)** days worked, whatever is greater, shall be considered a probationary period and the **terms** of Article 9.01 shall apply;
- d) students shall not participate in the Company benefit programmes stipulated under Article 23 of this Collective Agreement;
- e) in the event a student terminates his/her programme of study, he/she is to advise the Company and seniority will be awarded at the **bottom** of the department seniority list. **Hours** worked shall be transferred to an agreed upon **start date** under the overall seniority standing (1040 hours equals one (1) year of service);
- f) students shall advise the Company at least two **(2)** weeks ahead of their intended last day of **work** prior to their return to **their** educational institute;
- g) students may be transferred to work at other properties at the discretion of the Company;
- h) where feasible, students shall take turns on shift rotation;
- i) all other terms and conditions of the Collective Agreement shall apply to students.
- j) *an employee who transfers to student status shall cease to accumulate departmental seniority. Seniority will continue to accumulate when the employee returns to his/her regular position.*

ARTICLE 12 - LAYOFFS

- 12.01 when it is necessary to generally reduce the working force in a department, seniority shall be the guiding factor, as long as it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available. It is agreed and understood that qualified shall mean "qualified" within the context of experience obtained working for the Company under the scope of this Collective Agreement.
- 12.02 Recall from layoffs shall be governed by seniority. If the employee has been laid off and fails to advise the Company within five (5) days after he/she has been notified by the Company by registered mail to return to work, or his/her intention to return or fails to report to work on the day and at the time specified by the Company in said notice, which date shall not be earlier than seven (7) days following the date of such notice, he/she shall be struck off the seniority list. Said notice will be copied to the Union.
- 12.03 Employees who laid off will be retained on the Company's seniority list for a period of six (6) months or until such time of recall within the following season. If the employee is not recalled the following season they may be struck from or retained on the list with the consent of the Union, which shall not be unreasonably withheld.

Location Closures

- 12.04 *In the event that a location of employment closes, the following measures will be taken:*

Whenever possible, the Union shall be advised of any changes at least one (1) month prior to the proposed change.

The Company will meet with the Union to make its best efforts to amalgamate the affected employees elsewhere in the Company.

ARTICLE 13 - SCHEDULING

- 13.01 The Company will post ~~work~~ schedules ~~of~~ its employees by noon Friday for the week commencing the following Sunday. *Employees shall not be placed "oncall"*
- 13.02 Wherever possible, Management will give employees ten (10) hours notice of any changes in the employee's scheduled hours of work. Employees reporting absence ~~from~~ a scheduled ~~shift~~, must do ~~so~~ at least **two (2)** hours prior ~~to~~ the scheduled start time. One **(1)** hour notice is required for ~~shifts~~ starting prior to 6:59 a.m.
- 13.03 Employees shall have at least eight **(8)** hours between ~~shifts~~ *unless mutually agreed to between the supervisor and the employee concerned.*
- 13.04 Employees shall not be scheduled for less than eight **(8)** hours ~~on a~~ daily basis. Available days of work, to a weekly maximum of five **(5)** days ~~to~~ any individual employee, will be scheduled in ~~accordance~~ with seniority ~~within~~ the department. Employees hired after the date of ratification (April 13, 1990) shall not be scheduled for less than ~~six (6)~~ hours on a daily basis. *Employees in the Reservations Department hired after January 1, 1995, shall not be scheduled for less than four (4) hours on a daily basis. Wherever possible, downtime will be scheduled in non-peak times. In the event that it is done in peak time employees shall be able to perform work within the scope of their classification. If there is no work available employee will be able to make up their lost hours.*

Training time for new hires will be capped at 80 hours duration from time of hire following which scheduling shall be done in accordance with the scheduling practices in the Collective Agreement.

The Company has the right to assign work to Reservation/Data Entry Agents when the phone lines are slow, as needed, which pertains to the scope of the classification.

In the event that the Company introduces a midnight shift, volunteers shall be sought to work this shift. In the event there are no volunteers, the shift shall be part of the shift rotation in accordance with Article 11.03 of the Collective Agreement. Renee Sider and Milly Lapoyda will not participate in a midnight shift as their job function can be done during the hours of 7 a.m. to 11 p.m.

Meal Breaks

- 13.05 a) All employees shall be granted by their supervisors one **(1) fifteen (15)** minute rest period, with pay, **within** each **(4) hour work** period. Employees may have the option of adding the **two (2), fifteen (15)** minute break to their half (%) hour paid lunch period, or taking the breaks at another suited time. **This** option shall not **interfere** with the service to the hotel guests. *In the calculation of overtime, the paid **fifteen (15) minute breaks** will be considered time worked;*
- b) meal breaks may be **covered** by a Manager and/or Supervisor. and **bargaining** unit employees **from Reservations Dept.** may be **required** to cover meal breaks of *Switchboard Operators;*
- c) in the period **from** the **first** Tuesday after **Thanksgiving** to April 10 inclusive, employees employed at the **front desk** during the midnight shift may be **required** to take their **breaks** at their place of **work**. At all other times relief coverage will be provided if wanted by the employee. When such coverage is not **provided**, the employee shall be paid \$1.60 per shift.

Reporting Time Pay

- 13.06 Employees reporting for **work at** their scheduled **starting** time, not having been notified not to do **so on** the day previous, shall receive a minimum of **six (6)** hours pay at the ~~employee's's~~ **gross** hourly rate.
- 13.07 The provision of Article 13.06 shall not apply **in** the event of a major plant breakdown, flood, **electrical** stoppage, **fire** or breakdown beyond the Company's control.

Switchboard Scheduling

- 13.08 The Company and the **union** agree to the elimination of the midnight switchboard operator's **shift** whenever feasible. Such duties shall be performed by the front desk employee(s) between the hours of 11:00 p.m. and 7:00 a.m.
- 13.09 **During** the period from the **first** Tuesday after Thanksgiving to April 10 inclusive, the Company **and** the **Union** agree to the elimination of the switchboard operator's afternoon and midnight **shifts**, whenever possible. A switchboard operator **shall** be scheduled for an afternoon **shift** if occupancy is at **fifty** percent (**50%**) or greater.

Scheduling of Management in Off Season

- 13.10 In the scheduling of management **staff** at the Skyline Brock and Skyline Foxhead Hotels, during the period from the **first** Tuesday after Thanksgiving to April 10 inclusive, the Company **shall**, in the inclusion of Management **staff**, comply with Article 11.03 of the Collective Agreement.

Job Posting

- 13.11 When a posting within the **bargaining unit** becomes vacant and a replacement is required, it **will** be posted for a period of three (3) **days on** the bulletin board **from** April 1 to October 31, and for five (**5**) days **from** November 1 to March 31 at all properties. Copies of job postings shall be **forwarded to** the Union by facsimile upon issue.
- 13.12 Employees who **are** interested in the vacant position shall apply in **Writing to** the **Human Resources** Manager. Each applicant **shall** be interviewed and given consideration for the position. The Company shall take into account the conditions that **are** set out in Article 11.02 a). In the event that no one is suitable for the position, the Company **has** the **right to hire** from outside. This **procedure** must **be completed prior to the filling of any bargaining unit' position.**

Temporary Transfers

13.13 *An employee temporarily transferred by the Company to a higher rated job classification in the bargaining unit will receive the higher rate of pay for work performed in the higher rated classification, for all transfers of more than two (2) hours duration within an eight (8) hour period.*

An employee who is transferred by the Company to a lower rated classification in the bargaining unit will maintain his/her rate of pay in effect at the time of such transfer for the duration of the transfer.

An employee exercising seniority rights to transfer to a lower rated position in the bargaining unit will receive the rate of pay for the lower classification.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 The following provisions do not apply to Leave of Absence for medical reasons or to Maternity Leaves of Absence. Maternity Leaves will be granted in accordance with provisions of the Ontario Employment Standards Act as in effect in 1996. Medical Leave will be granted in the method provided for in Article 23 of this Collective Agreement.

14.02 Leaves of Absence without pay or benefits as herein provided shall be granted at the sole discretion of the Company who shall act in good faith in the application of requests. Except in the case of extreme emergency, no Leaves of Absence will be granted for periods between April 10 and the first Tuesday after Thanksgiving.

14.03 A request for a Leave of absence must be submitted in writing to the Human Resources Manager or delegate, at least two weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Company's reply will be given to the employee in writing within seven (7) days following receipt of the request. In the case of extreme emergency, the two week notice period may be waived.

- 14.04** It is understood that employees on Leave of Absence will not use the time granted for purposes other than declared in their request for such leave. Violation **of** this Article will be just cause for dismissal.
- 14.05** The Company will notify the Union, in writing, **of** all approved Leaves **of** Absence.
- 14.06** All Leaves of Absence must be less than **six (6)** months duration. *With the exception of pregnancy/parental or adoption leave.*
- 14.07** Seniority will be maintained during approved Leave **of** Absence, but **will** cease to **accru**e during absences in excess of one (1) month's duration **unless on pregnancy/parental or adoption leave.**
- 14.08** Delegation for Union business shall be considered a good reason for a Leave of Absence.
- 14.09** Employees will **be** granted if requested four (4) consecutive days off without pay during the summer season. Two (2) weeks notice must be given by the employee for requested days **off**. The **scheduling** of these **days will** be granted on a seniority basis, **so long as it does** not prevent the company from maintaining a qualified workforce.

ARTICLE 15 - PAID HOLIDAYS

- 15.01** The Company will grant to all employee's who have been under **the** employ of **the** Company for at least **three (3)** months **and** who work **three (3)** or more shifts the week of the holiday or **earns wages on twelve (12) days of the four (4) work weeks preceding the holiday** unless on scheduled vacation time, pay for the following holidays:
- a) New **Year's** Day;
 - b) **Good** Friday;
 - c) Easter Monday;
 - d) Victoria Day;
 - e) **Canada** Day;
 - f) **Labour** Day;

- g) Thanksgiving Day;
- h) Christmas Day;
- I) Boxing Day;
- j) Employee's Birthday,

Regular daily hours to a maximum of eight (8) hours straight time will be used to calculate the amount payable for a holiday.

Employees whose birthday falls on another holiday shall be offered a day in lieu with pay.

- 15.02 When required to work on the above noted government statutory holidays, employees shall be paid at the rate of time-and-one-half of their regular day's pay in lieu of the holiday. When required to work on the above non-government statutory holidays, the employees shall be paid, in addition to their regular rate of pay, their regular day's pay.
- 15.03 **ALL** employees working New Year's Eve shift will be paid time-and-one-half at their regular rate of pay, beginning at 6:00 p.m. New Year's Eve.
- 15.04 In the event of a holiday, as specified in this schedule, falls within an employee's vacation period, the Company has the choice either to a) extend the vacation period by one working day, with pay, or b) pay an extra day's vacation pay.

ARTICLE 16 - SCHEDULE OF VACATION PRIVILEGES

- 16.01 Vacation Pay shall be paid on a percentage of earnings in accordance with years of service with the Company and its predecessors as hereinafter set forth, said amounts accrued shall be paid to the employees on the pay day prior to their departure on vacation. Accruals shall commence at the start of the second pay period in 1997 with a pay out on the pay period closest to December 1 each year if vacation not taken.

**Common law spouse in the application of this article means the status of living with a person of the opposite sex in a conjugal relationship outside of marriage, for a period of at least twelve (12) months.*

- 17.02 Unmarried or divorced persons shall be entitled to the same benefit in the event of the death of father, mother, brother, sister, child, grandmother, or grandfather.
- 17.03 The three (3) day allowance above referred to shall not be deducted from the sick leave allowance.
- 17.04 In order to qualify for the foregoing bereavement allowance, employees must supply proof by way of a Doctor's Certificate or newspaper clipping. Department Heads must be notified promptly.
- 17.05 In the application of 17.01 and 17.02 employees may request an extension of the three days by requesting a leave of absence in accordance with Article 14.

ARTICLE 18 - COURT DUTY

- 18.01 Any employee who is required to serve on a jury, or who is subpoenaed by the Crown, shall be paid the difference between the amount paid for such service and his/her normal pay computed at his/her normal hourly rate for hours lost from work up to forty (40) hours in a week, subject to the following provisions:
- a) employees must notify the Human Resources Manager within three (3) days of receipt of notice of selection for jury duty or Crown subpoena;
 - b) employees who are selected for jury duty or are subpoenaed by the Crown and who are on other than day shift, shall be assigned to the day shift for those days they serve as jurors or witnesses.
- 18.02 In order to be eligible for such payments, the employees must furnish a written statement from the proper public official showing the date(s) and time served, and the amount of pay received.

ARTICLE 19 - BULLETIN BOARDS

- 19.01 The Company shall provide locked bulletin boards at the time clocks at all hotels. The President/Business Manager of the Union shall be supplied with a key. On-third (1/3) of the space shall be allotted for Union use.

ARTICLE 20 - HOURS OF WORK - OVERTIME

- 20.01 The hours of work in all hotel departments shall be forty (40) hours per week. For all employees the work week shall consist of five (5), eight (8) hour days, with two consecutive days off each week, with possible exceptions in some departments where arrangements are made subject to the approval of the Union and Management.
- 20.02 It is mutually agreed that the foregoing paragraph is not to be assumed as a guarantee of any number of hours of work. The clause refers to the method and approach of scheduling. Further, straight shifts will be scheduled.
- 20.03 All employees shall be paid overtime at the rate of time-and-one-half their regular rate of pay for time worked in excess of the daily or weekly hours of work as described in Article 20.01, with the exception of front desk employees who shall receive overtime after eight and one-half (8 1/2) hours per day and forty-two and one-half (42 1/2) hours per week. This shall not apply in the period from the first Tuesday after Thanksgiving to April 10, inclusive. At all other times, front desk employees shall be paid overtime as described in 20.01.
- 20.04 Overtime opportunities shall be offered by seniority. In the event overtime is required of employees working in their scheduled shifts, the Company shall seek volunteer(s) to work overtime; in the event no volunteer(s) are available to work, the work required shall be assigned in reverse order of seniority.

Time Cards

- 20.05 No allowance will be made for time on the time record prior to the regular starting time without authorization **from the supervisor of the department.** **Unless the** supervisor's authorization is secured on each occasion, the additional time shown **on** a time record at the commencement of a **work** period shall be considered **as** time not worked, in other words, **as** an employees **own time.**
- 20.06 If an employee punches out late, it **will** be assumed that the employee was delayed for personal **reasons** and that the time shown on the time card beyond the regular quitting time **is** the employee's time, unless the **department supervisor provides an overtime slip to the employee concerned.**
- 20.07 Employees neglecting to punch in and out at all required times throughout **working** hours may be subject **to** disciplinary action. **Employees reporting to work without a time card shall immediately report to the person the supervisor designates the individual to report to.**
- 20.08 Each employee shall punch **out his/her own** time clock number only. Punching of time clocks cards other than your **own will** be cause for dismissal.
- 20.09 **A time clock will be located at the main employee entrance at each property covered by this agreement.**

ARTICLE 21 - HEALTH AND SAFETY

- 21.01 The Company will maintain adequate **sanitary** arrangements, proper safety devices, and give attention to the **elimination of any** conditions of employment which **are** a hazard to the health or safety of the employee. The Union agrees **that it will** co-operate fully with the company in Accident Prevention, the enforcement of safety rules and in the maintenance of these services.

- 21.02 The Company and the Union agree to the formation of a Health and Safety Committee consisting of bargaining unit representatives selected or appointed by the Union and equal number of non-bargaining unit persons selected by the Company. Such a committee will meet on a monthly basis. The committee will ensure that monthly safety audits are conducted. Health and Safety Committee members will be accorded all privileges and payments as prescribed in the Occupational Health and Safety Act, such as compensation at their regular rates of pay for attending safety meetings. The President/Business Manager of the Union may attend Health and Safety Committee meetings from time to time. **All employees shall have WHMIS training and fire training that will be onpaid time.**
- 21.03 The Company further agrees to co-operate with the Committee in the enforcement of such Act, and to provide each member and the union with a copy of the minutes and audits of meeting held by the Committee. Accident reports will be made available to the Union upon request.
- 21.04 The Company agrees to pay for all hours worked by each such employee as it may designate from time to time through the Human Resources Department, to act as a First Aid Attendant, a premium of twenty-five (25) cents per hours in addition to such employees average hourly straight time earnings. All First Aid Attendants must hold a valid At. John Ambulance certificate or its equivalent.
- 21.05 For employees who operate V.D.T.'s the Company agrees to standards set out as follows;
- a) seat pans and backrests of chairs shall be upholstered; firmness of seat pans and backrests shall be at a 20 mm compression;
 - b) seat pans shall be adjustable for height, the adjustment mechanism for which shall be operable by the user from a seated position;
 - c) backrests shall be adjustable for height and to positions behind and forward of the vertical position, the adjustment mechanism for which shall be operable by the user from a seated position.

- d) chairs shall be capable of being swivelled by the user and shall be supported by five **(5)** legs;
- e) the video display terminal table shall have a height and any-adjustable platform for the video display screen; the requirement of an angle-adjustable platform *may be satisfied by use of a video display unit equipped with an angle adjustable screen.*
- f) the video display terminal table shall have a height and angle-adjustable sliding keyboard platform; the requirement of angle-adjustable keyboard platform may be satisfied by use of a video display unit equipped with an angle-adjustable keyboard.
- g) all video display terminals shall be equipped with an attachable keyboard;
- h) direct light, surface reflections and glare shall be reduced by use of the following methods, as appropriate:
 - i) video display terminal shall be positioned in relation to artificial and natural light sources in such a way as to *minimize* the light coming directly from such sources into the operator's eyes and glare reflected from the video display screen or machine surfaces into the operator's eyes:
 - ii) video display screens shall, at the user's request be fitted with contrast-enhancement filters or mesh screens;
 - iii) keyboard tops shall be finished in a dull or matte finish to reduce reflection from overhead light sources.

This article shall apply to Reservations and Switchboard; e), f, and h) ~~(& ii)~~, apply to front desk employees.

Pregnancy - Any employee ~~who~~ operates a V.D.T. for any period of time will, if they become pregnant, be supplied at the Company's expense a protective apron.

To ensure a safe and efficient operation of the hotels, the Company may request an employee to undergo a medical examination by a physician and the Company shall bear the expense in connection therewith. Such examination shall be to determine the said employee's ability to continue with their employment.

The company reserves the right to request a current dated medical certificate for any sick related absences. This may only be requested by the Human Resources Manager. The company agrees that it will not abuse this right and such abuse may become subject of the grievance procedure. The company will reimburse the cost of such medical certificate.

- 21.06 Reservations Department employees shall be issued two (2) new ear pieces each year, in January and July.

ARTICLE 22 - GENERAL

Labour/Management Committee

- 22.01 The Company and the Union agree to the implementation of the Labour/Management Committee for the purpose of resolving issues relating to the work environment. A Committee shall consist of three (3) members of Management and Bargaining Unit member from each department of the Hotels.
- 22.02 The Labour/Management Committee shall meet when the parties mutually agree that a meeting is required.

Meals and Staff Rooms

- 22.03 a) *The Company shall supply change rooms for male and female employees in each property covered by this agreement. The change rooms shall be equipped with shower facilities, toilets and lockers.*

- b) *Staff rooms shall be maintained in each property covered by this agreement. The Company shall provide suitable accommodation for the consumption of meals. The Company shall provide two microwave ovens and a full size refrigerator. The lunch rooms shall be inspected periodically by a representative of the Company designated for this task to ensure sanitation and upkeep, the Company shall furthermore provide a smoking room in each property that will be used for that purpose.*

The Company will continue to supply a vending machine in each location to the Union for the purpose of sales of soft drinks. The Union will provide, where feasible, a vending machine for the purpose of coffee/tea but not limited to this. The Company shall continue to supply the required electrical outlets. The funds derived from these sources will be placed in the Unions' education fund.

The Company shall be in compliance with any renovations required by February 1, 1997

Parking

- 22.04 *Parking privileges, on site, will be provided for employees at the following costs:*

Off Season (November 1 to April 30)

Fifty cents (\$0.50) per day worked based on five (5) days per week.

High Season (May 1 to October 31)

One dollar and fifty cents (\$1.50) per day worked based on five (5) days per week.

Employees must sign up with Human Resources for each season. In the event of a layoff or termination parking costs and privileges will be suspended. The Company reserves the right to have a shuttle service on certain days that the Company sees fit. This will be provided at no extra charge to the employees.

Uniforms

- 22.05 a) All employees requiring a uniform shall receive **two** (2) sets. Three (3) shirts and only one (1) jacket will be supplied. Replacement of uniforms will be made if and when required. A deposit of **fifty** dollars (\$50.00) will be paid to the employer, deducted **from** the employee's pay at the rate of ten dollars (\$10.00) per pay cheque. Such deposit shall be held by the Company **and returned** to the individual upon termination of employment or transfer, subsequent to the **return of all** uniforms outstanding. *The Company shall supply and repair same at no expense to the employee. The employee will be responsible for care of uniforms, with no wilful misuse or abuse. In the event that the Company introduces a new type or style of uniforms, the employees shall be consulted and have an opportunity to make recommendations in regard to the selection of the uniforms.*

Employee will be responsible for fill replacement cost of uniform, if not returned, such amount to be deducted from final pay cheque, less any deposits previously paid

Only most recent issued uniforms must be returned. Receipts will be issued for return of uniforms.

The deductions for the uniform deposit shall only commence after the employee has received the uniforms required under the Collective Agreement and has signed a document stating that they have received the stipulated uniforms, a copy of said statement shall be provided to the employee.

*Company issued name tags must be worn at all times. A maximum of **two (2)** replacement tags will be provided free of charge per calendar year, thereafter a replacement charge of seven dollars (**37.00**) will be charged for lost or wilfully damaged name tags.*

Union Pins/Poppies

- b) *The Company agrees to permit employees to wear **"HERE"** union pins. The current pin supplied by the Union is acceptable by the Company. however, any further type or style introduced by the Union must be approved by the Company, which shall not unreasonably be withheld. In the event that the Company supplies employees with a*

*"period" style uniform and **that** the presence **of** a union pin will distract from the appearance **of** the uniform the Company may request employees wearing said "period" **uniform** not to wear a union pin.*

*Employees **may**, at their discretion, wear a Remembrance Day Poppy the week of November 11 each year.*

Lost and Found

- 22.06 The current policy related to Lost and Found articles shall continue and be communicated to all employees. Employees are required **to turn in all** articles found any where in the hotels and shall receive **a** dated receipt for such articles.
- 22.07 **No** employee covered by **this** Collective Agreement will enter into any individual contract or agreement with the Company concerning wages or working conditions that will in any way conflict with the terms of the Agreement.

Orientation, Training and Development

- 22.08 a) **All** new employees **will** participate in non-paid orientation and **training** program **through** the **Human** Resources Department for **a** maximum of **four (4)** hours before **they are** actively engaged in **their** jobs.
- b) **A** copy of hotel rules shall be given **to** employees **at** time of hire and **at** the **start** of each season.

- c) It is agreed between the parties that the Company handbook that is issued to employees will not supersede the contents of the Collective Agreement.
- d) *The Company may have two (2) students that are placed and subsidized by a third party and are not directly employed by the Company. The company shall provide in writing to the Union the names, job classification, start and finish date of all trainees. This information must be supplied to the Union at least ten (10) days prior to the placement of the trainee. In the event that the trainee receives any financial remuneration from the Company the trainee shall become a member of the Union and subject to the terms and conditions of the collective agreement while performing remunerated work for the Company. The Company agrees that there will be no union member displacement or replacement as a result of the training programs. Nor shall there be any interference with the return to work of a laid off union member or the hiring of new employees. Trainees will be under the guidance of a supervisor for work assignments.*

Personal Hygiene and Grooming

22.09 It is understood that all employees will attend to their personal hygiene and grooming before reporting for duty. The Company agrees to provide to employees accommodations that are suitable for changing and showering.

Cash Shortages

22.10 Employees shall not be held responsible for cash shortages unless the employee has sole control of the funds.

Technological Changes

22.11 In the event of a technological change, the following measures will be taken:

- a) whenever possible the Union shall be advised of any changes at least one (1) month prior to the proposed changes;

- b) the Company and the **Union** shall meet ~~an~~ negotiate alternate employment or severance packages for the employees concerned;
- c) in the event that the agreement is not reached, the matter shall be referred to arbitration pursuant to Article 7 of the Collective Agreement.

Payroll

22.12 Pay cheques shall be issued to employees after 3:00 p.m. and not later than 4:30 p.m. every second Friday, except due to circumstances beyond the control of the employer. The employer shall arrange direct deposit if requested by the employee. *The Company will arrange for a pay adjustment, which will be paid within two (2) weekdays where the shortage equals five*

(5) hours of pay or more. Payroll adjustments for shortages of less than five (5) hours will be made the next pay cheque.

22.13 Records of Employment shall be made available to employees within five (5) days of the employees interruption of earnings.

Vehicle Use

22.14 No employee will be required to use their own vehicle on Company business unless arrangements have been made with the approval of the Company and the employee. *The employee will be compensated twenty-five cents (\$0.25) per kilometre the day of the use of the vehicle.*

Hotel Security

22.15 At management's discretion any bags, knapsack, lunch boxes, and/or parcels are subject to search by hotel security. Searches will be done only by someone of the same sex as the individual being searched. No employee will be unduly detained. *No employee will be subject to any kind of interview or*

interrogation by security staff unless the employee has union representation. Any searches will be done on paid time.

Health and Welfare

23.01 *The Company shall contribute sixty cents (\$0.60) per hour worked effective February 1, 1997, sixty-one cents (\$0.61) per hour worked effective January 1, 1998 and sixty-three cents (\$0.63) per hour worked effective January 1, 1999 on behalf of all employees in the bargaining unit, with the exception of students defined in article 11.05, who have completed six (6) consecutive months of continuous employment, normally working in excess of twenty-four (24) hours weekly.*

Employees who have hours reduced due to workers compensation, sick leave, jury duty and bereavement leave shall be considered as having worked in excess of twenty-four (24) hour that week or weeks.

23.02 *All health and welfare payments shall be calculated from the first day of each month to the last day of each month and shall be remitted and received by the Trust of the Health and Welfare Plan of Local 442 prior to the fifteenth (15th) day of the following month.*

23.03 *The Company will be responsible for loss of benefits to any employee because of any Company's default action in payment.*

23.04 *The Health and Welfare Plan Trustees will ensure that they act responsibly and prudently at all times.*

23.05 *The Company will allow the properly authorized Trustee Representatives to review payroll records to ensure that the proper contributions are being made.*

23.06 *In the event that the Trustee intends to review the Company payroll records the Union shall first serve written notice on the company giving the Company reasonable period of advance notice.*

23.07 All claims which have occurred prior to the implementation of the Health and Welfare Trust **must** be submitted within thirty (30) days of February 1, 1997. Employees that are still receiving weekly indemnity coverage at the time of implementation shall remain on the existing claim until coverage is ended. Once said coverage is ended any new claims shall be covered by the Trust of the Health and Welfare Plan of Local 442.

23.08 Contributions shall continue for employees who are on pregnancy, parental or adoption leave.

23.09 The Company and the Union Trustees shall meet in January 1997 to determine the details of the trust and provided the cost is less than market rates based on an individual basis.

Modified Work Program

23.10 The Company and the Union shall meet following the ratification of this collective agreement with the intent of establishing and completing a return to work program for employees who are suffering an illness, injured and/or disabled.

ARTICLE 24 - CLASSIFICATION AND RATES OF PAY

24.01 The minimum wages for the life of the Collective Agreement shall be as set out below:

Classification	Jan. 1/97	Jan. 1/98	Jan. 1/99
RESERVATIONS			
Reservation/Data Entry Agent (After to Jan. 1/95)	8.88	9.15	9.42
Reservation/Data Entry Agent (Prior to Jan. 1/95)	9.87	10.17	10.48
TELEPHONE			
Switchboard Operator	9.35	9.63	9.92

GUEST SERVICES

Guest Services Agent	9.87	10.17	10.48
Guest Services Translator	9.87	10.17	10.48
Night Auditor	9.87	10.17	10.48
STUDENT (90%)	8.06	8.30	8.55

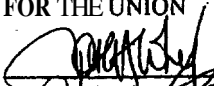
- 24.02 Employees employed **on** a night shift will receive a premium of *fifty cents* (\$.50) per hour **worked** in addition the employee's regular hourly rate of pay for **all hours** worked between midnight and 8:00 a.m.
- 24.03 **A** Front Desk Translator shall not displace **hours** of work of a mom senior Front Desk Clerk.
- 24.04 The Company may pay ninety percent (**90%**) of the wage scale for employees who **are** in their probationary period. **This** shall only apply to employees hired after January 1, 1994.
- 24.05 Over scale employees, **as** at the Date of Ratification, shall receive the equivalent dollar increase awarded to regular employees in the same classification, this shall continue for further increases **thereafter**.

ARTICLE 25 - DURATION

- 25.01 **This** Collective Agreement shall be in effect from January 1, 1997 to December 1, 1999 and shall **be** renewed from year to **year thereafter unless** ~~either~~ party **gives to** the other party notice in writing within the last ninety (90) days prior to the expiry date of the contract, ~~that~~ it desires to terminate or amend its provisions.
- 25.02 **Where** notice to **amend** the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed, or the **right** to strike or lock-out occurs, **whichever** occurs **first**.

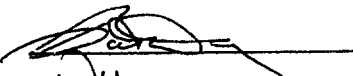
Duly executed by the parties hereto this 3rd day of JUNE
1997, in the City of Niagara Falls, in the Province of Ontario.

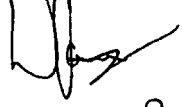
FOR THE UNION



Dickie Parent

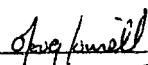
Donnie Simons





Edward B Harris

FOR THE COMPANY



Ernie J. Gaudet

John P. Cliff

Alan Calogianis

LETTER OF UNDERSTANDING

Between

Canadian Niagara Hotels Inc.
(Hereinafter referred to as the Company)

-and-

Hotel, Restaurant and Hospitality Service Employees Union, Local 442
(Hereinafter referred to as the Union)

The company agrees to contribute one cent (\$0.01) per hour worked from January 1, 1997 per employee to the Hotel, Restaurant and Hospitality Service Employees Union, Local 442 Education Fund. These funds shall be used to provide education functions such as seminars and workshops.

In as much as the union and the company have a joint belief in providing support to upgrade employees of the company, the fund will be used exclusively to ensure that employees work related skill and/or knowledge are in keeping with the challenge of the day to day change in the life experience in the workplace.

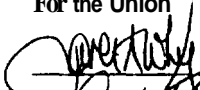
The union agrees to sponsor the Superhost Japan programs for employees in the bargaining unit. This shall be limited to costs payable to The Ontario Tourism Education Corporation.

The Company and the union will agree on the program content and implementation and reconciliation of the fund.

The funding of the program will be limited to three hundred and fifty dollars (\$350.00) per month.

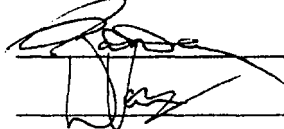
Agreed to by the parties hereto this 3rd Day of JUNE 1997, in the city of Niagara Falls, in the Province of Ontario.

For the Union



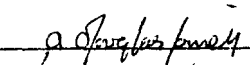
Debbie Parent

Bobby Simmons

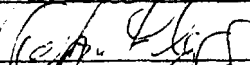


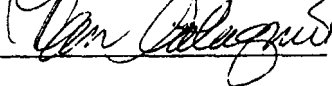
Edward B Harris

For the Company



Cory Munde





LETTER OF UNDERSTANDING

Between

Canadian Niagara Hotels Inc.
(Hereinafter referred to as the Company)

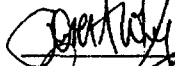
-and-

Hotel, Restaurant and Hospitality Service Employees Union, Local 442
(Hereinafter referred to as the Union)

It is agreed to remove all letters of understanding from Collective Agreement I and Collective Agreement II, with the exception of those signed as part of current negotiations.


Agreed to by the parties hereto this 28th Day of JUNE 1997, in the City of Niagara Falls, in the Province of Ontario.

For the Union



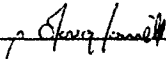
Debbie Parent

Ronnie Seniors

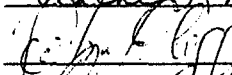



Edward B Harris

For the Company



George Trude





LETTER OF UNDERSTANDING

Between

Canadian Niagara Hotels Inc.
(Hereinafter referred to as the Company)

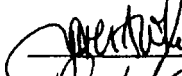
-and-

Hotel, Restaurant and Hospitality Service Employees Union, Local 442
(Hereinafter referred to as the Union)

The Company and the Union will split the cost of printing the collective agreement in booklet form.


Agreed to by the parties hereto this 3rd Day of JUNE 1997, in the City of Niagara Falls, in the Province of Ontario.

For the Union,



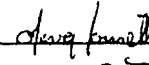
Debbie Parent

Cecilia Simmons

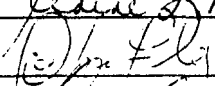


Edward B Harris

For the Company



Gary J. Maude



LETTER OF UNDERSTANDING

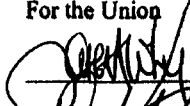
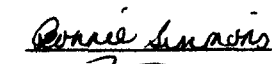
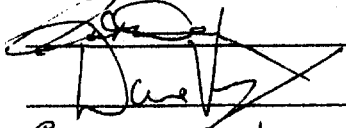
Between
Canadian Niagara Hotels Inc.
(Hereinafter referred to as the Company)

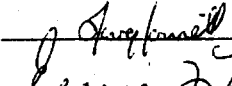
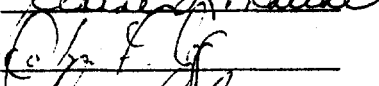
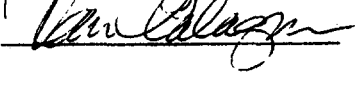
-and-

Hotel, Restaurant and Hospitality Service Employees Union, Local 442
(Hereinafter referred to as the Union)

The Company agrees to make deductions from employees pay for the purpose of RRSP contributions. Said amounts deducted shall be remitted to a financial agency to the credit of the individual having the deduction made. The said deduction shall be made upon request of the individual to the payroll department.

Agreed to by the parties hereto this 30th Day of JUNE 1997, in the City of Niagara Falls, in the Province of Ontario.

For the Union

Robert Parent

Edward B Harris

Edward B Harris

For the Company

Joseph P. ...

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