

COLLECTIVE AGREEMENT

BETWEEN

THE WESTIN HOTEL, OTTAWA

(The "Company")

and

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 175

(The "Union")

May 1, 1999 – April 30, 2002

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## ARTICLE 1: PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedures of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company, the Union and the employees covered by this Agreement and to insure that the Company can operate its business in the most efficient manner.

## ARTICLE 2: RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of the Westin Ottawa in the City of Ottawa, save and except assistant supervisors, persons above the rank of assistant supervisors, security staff, office and sales staff, concierge, bell captain, persons employed as maitre d', head greeter, lead captain, captain, lead banquet bartender, and students employed during the school vacation period.

## ARTICLE 3: RIGHTS AND FUNCTIONS OF MANAGEMENT

- 3.01 Subject only to the express provisions of this Agreement, the Union agrees that supervision, management and control of the Company's business operations and facilities are exclusively the function of the Company and that the Company has the right to make such rules, regulations and decisions as it considers necessary or advisable for the orderly and efficient conduct of its business. And, without limiting the generality of the foregoing, that it is the exclusive function of the Company, except where expressly modified by this Agreement to:
- a) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time, rules and regulations, policies and practices to be observed by its employees and discipline or discharge employees for just cause;
  - b) select, hire, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees in its discretion at the retirement age of sixty-five (65) and select employees for positions excluded from the bargaining unit;
  - c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications, require medical examination

by a designated physician for Health and Safety reasons or to confirm any claim or justification made by the employee;

- d) determine the location of operations and their expansion or their curtailment, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job, the nature of tools, equipment, machinery, methods or process; subcontract or discontinue work; decide on the number of employees needed by the Company at any time.

#### ARTICLE 4: RELATIONSHIP

- 4.01
  - a) The Company and the Union agree there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
  - b) The Company and the Union agree there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either management or their representatives against any employee because of race, colour, sex, creed or sexual orientation membership.
- 4.02
  - a) The business agent or international representative of the union may visit the hotel during regular hours of work, for the purpose of ensuring the terms of the agreement are implemented provided that: such visit is approved in advance by the Director of Human Resources or designate and such visit shall not interfere with the operational requirements of the Hotel. Such approval shall not be unreasonably denied.
  - b) At other times, no Union activities will be conducted on the premises of the Company except with the express permission of Management. A union official coming onto Company property shall first call and advise the Director of Human Resources.
  - c) All union notices will be posted on bulletin boards which will be located beside the elevators on the following floors: basement, 1, 3 and 4. The union agrees that notices will not be posted on such boards without the prior consent of management (General Manager or Director of Human Resources). Consent will not be unreasonably withheld.

- d) The Company will make available for the use of the union, a bulletin board for each department whereon the union may post such notices as it desires to bring to the attention of employees, provided, however, that no such notice may be posted until it has been signed by an officer of the union and by either the Hotel General Manager or the Director of Human Resources.
- e) The Company agrees to provide a union office to be located in the laundry department in what *is* currently the laundry supervisors office. Further, the Company will also provide for this office, one (1) filing cabinet and one answering machine or personal voice mail. This office will be accessed only by union personnel.

#### ARTICLE 5: CHECK-OFF OF UNION DUES

- 5.01 During the life-time of this Agreement, the employer shall take from the pay of all employees covered by this Agreement on the first payday of each calendar month such amount as may be uniformly assessed by the Union constitution and by-laws as regular monthly Union dues and/or assessments and shall remit same by the end of the month in which the Union dues and/or assessments have been deducted and collected, to the Secretary/Treasurer of the Union. It is understood that such deductions may be made on a weekly or bi-weekly basis in equal amounts. The said sums shall be accepted by the Union as the regular monthly Union dues and/or assessments of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expense of maintaining the Union.
- 5.02 The Company shall show the yearly Union dues deductions on the employees' T4 slip.
- 5.03 All employees covered by this Agreement who are currently members of the Union must remain members and all new employees must join the Union upon completion of their probationary period. The employer shall deduct a Union initiation fee from the first pay of new employees following completion of their probationary period. The Secretary-Treasurer of the Union shall notify the Company of the amount.
- 5.04 The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in making deductions for Union dues.

5.05 The Company will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings from which dues required may be deducted.

ARTICLE 6: REPRESENTATION

6.01 The Company acknowledges the right of the union to appoint or otherwise select stewards who have completed their probationary period of employment from the following departments for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement:

- Doorman/Valet Parking (1)
- Housekeeping (1)
- Laundry, Valet (1)
- Maintenance (1)
- Health Club (1)
- Front Desk (1)
- Culinary (1)
- Storeroom (1)
- Daly's (1)
- Landmarks (1)
- Hartwells (1)
- Banquets/Beverage (2) - (1) Housemen  
(1) Servers/Beverage
- Service Express/Private Bar (2) - (1) Agents  
(1) Service Express/Private Bar Attendants
- Stewarding (1)

6.02 The Union shall keep the Company notified in writing of the names of the shop stewards and the effective date of their appointment or election. A complete list shall be provided by the union within one month following the signing of the collective agreement and on January 1 and July 1 of each year.

6.03 The Union acknowledges that the shop stewards have their regular duties to perform as employees of the Company and such persons will not leave their regular duties without first obtaining permission from their immediate supervisor, or in his/her absence, permission from the assistant. Permission will not be unreasonably denied. When they resume their regular duties, the employee will report again to their immediate supervisor or in his/her absence, to the assistant, Union Stewards shall be entitled to represent all bargaining unit employees regardless of their full-time or part-time status.

- 6.04 a) The Company agrees to pay the stewards for the time spent during regular working hours (not overtime or personal time) in servicing grievances in accordance with Article 6.03 and Article 8.
- b) The Company agrees to pay up to seven (7) active, Union Stewards on the negotiating committee for any regular time lost at their rate and for their regular scheduled hours for time spent at negotiating sessions with the Company up until the legal expiry of the Collective Agreement.

6.05 Should a union steward be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership of the Union is to be held, such steward shall (provided his or her request is made at least seventy-two (72) hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit him or her to attend such meeting.

The allowing of time off under the provisions of the above shall be subject to the employee having obtained permission to leave his or her work from his or her supervisor. All such time off shall be without pay.

The Chief Shop Steward and/or one (1) other Union shop steward will be allowed a leave of absence per annum of not more than one (1) week each with pay in order to attend the Union's annual meeting. Such leave shall be subject to the Union providing the Company with two (2) weeks advance notice.

#### ARTICLE 7: STRIKES OR LOCKOUTS

7.01 The Union agrees while the Agreement is in force there will be no strike, slow-down, sit-down, stoppage of work or any act intended to interfere with work or the Company's operations. The Company agrees that there will be no lock-out while the agreement is in force.

#### ARTICLE 8: GRIEVANCE PROCEDURES

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. He/She shall discuss it with his/her immediate supervisor within three (3) days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement it may then be taken up as a grievance within three (3) days following advice of the immediate



supervisor's decision in the following manner and sequence.

Step No. 1

The employee, who may be accompanied by his/her shop steward or Union representative shall present his/her grievance in writing to the Department Head. The grievance shall be signed by the employee and shall set out the particulars of the grievance and the remedy sought. The Department Head shall deliver his/her decision, accompanied by his/her reasons in the event the grievance is rejected, in writing, three (3) days following the presentation of the grievance to him/her.

8.02 Step No. 2

Failing satisfactory settlement in Step No. 1, the written grievance shall be submitted by the employee within five (5) days after the Department Head's decision is given, to the Manager or his/her designate. The grievance shall be accompanied by written reasons for the rejection of the Department Head's decision at Step No. 1. A meeting will be held within five (5) days between the Manager or his/her designate and the employee concerned and the shop steward, if the employee desires his/her assistance. A staff representative of the Union may be present at the request of either the Company or the employee. It is understood that the Manager or his/her designate shall have such assistance as he/she may desire at the meeting. Failing settlement, the decision of the Manager shall be delivered in writing within five (5) days to the Union.

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been settled.

8.03 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

8.04 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) days after the circumstances giving rise to the complaint have originated or occurred. It is understood, however, that this section shall not be used to by-pass the regular

grievance procedure.

#### ARTICLE 9: DISCHARGE CASES

9.01 It is recognized that probationary employees may be released in the absolute discretion of the Company and without limiting the generality of the foregoing for performance deemed by the Company to be inadequate or because of incompatibility with fellow employees or management. The release of a probationary employee will not be subject to the Grievance Procedure.

9.02 A claim by an employee who has completed his/her probationary period that he/she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) days after the employee is discharged. Such special grievance may be settled by the conferring parties under the Grievance Procedure or by an Arbitrator or by:

- a) confirming the Company's action in dismissing the employee;
- b) reinstating the employee without compensation for time lost due to the discharge at his regular rate of pay for his/her normally scheduled work for the period the employee would otherwise have worked less any amount of money earned by the employee during the period.
- c) by any other arrangement which may be deemed just.

9.03 a) Pursuant to being discharged, an employee shall be allowed to confer with his/her shop steward for a reasonable length (up to one-half hour) of time before leaving the Hotel premises whenever possible and when the discharge occurs while on the Company's premises.

b) If an employee wishes, the Company agrees to have a shop steward (or when a shop steward is not available, the employee's designate) present for formal discipline.

c) Management will limit indefinite investigation suspensions to 48 hours when an employee is "suspended pending investigation".

#### ARTICLE 10: ARBITRATION

10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing, addressed to the other party of this Agreement and at the same time propose a list of possible

Chairpersons, Within five (5) days thereafter the other party shall accept a Chairperson or counter-propose a list. If they are unable to agree upon a Chairperson within a period of five (5) days, either of the parties shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson who shall be chosen having regard to his/her qualifications in interpreting collective agreements.

- 10.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of the Agreement.
- 10.04 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 10.05 Each of the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 10.06 All time limits referred to in the grievance procedure contained herein shall be deemed to mean "working days". The words "working days" shall not include Saturdays, Sundays or paid holidays as set out in Article 15.
- 10.07 By mutual agreement of the parties a mutually agreed sole Arbitrator may be appointed. In such cases, the sole arbitrator shall have all of the rights and powers of a Board of Arbitration.

#### ARTICLE 11: SENIORITY

- 11.01 a) New full-time employees will be considered probationary employees for the first seventy (70) calendar days worked of their employment. With respect to part-time employees, they must complete sixty (60) working shifts from June 1st to September 1st of the following year. If they leave for the summer June 1st to September 1st return, the count will remain intact if they have 58 shifts when they return it will be 59 or if the sixty is already done, upon returning they don't have to be done again.
- b) During the probationary period employees will not be entitled to seniority and may be dismissed or laid off at the discretion of the Company. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental and classification seniority list dated from the date last hired.

c) The departments for seniority purposes are:

Doormen/ Valet Parking	Storeroom
Housekeeping	Daly's
Laundry, Valet	Landmarks
Maintenance	Hartwells
Health Club	Banquets/Beverage
Front Desk	Service Express/Private Bar
Culinary	Stewarding

11.02 The Company shall maintain up to date departmental seniority lists showing each employee's seniority date and his/her classification. Copies of such lists shall be supplied to the Union at intervals of six (6) months and the seniority list shall be posted in the Human Resources department. The posted seniority list shall be deemed to be correct if no complaint is initiated within seven (7) calendar days of posting. (The seniority list will be posted July and January 1)

11.03 The Hotel will provide the Union every six (6) months with an updated employee listing which will include the employee's full name, home address, telephone number, current wage rate and seniority listing grouped by department, provided that each employee signs an authorization permitting the Company to release the information. For any employee who objects, the Company will not be required to provide the Union with the above information.

11.04 a) (i) In the event it becomes necessary to layoff employees, the Company shall consider the ability and seniority of the employees by classification within the department, and where ability is equal, shall layoff the least senior employee.

(ii) If the person being laid off has previously known seniority within a lower classification within the department, he shall have the right to be assigned to work within the lower classification according to his seniority.

b) The parties agree that an employee who would otherwise be on layoff may request that part or all of such layoff period be regarded as annual vacation time and be paid accordingly, The Company will honour such requests, provided that:

i) the employee has sufficient unused vacation entitlements to accommodate the request.

- ii) the employee provides one week advance notice prior to the commencement of the layoff; and
- iii) management retains the discretion to approve the request.

11.05 The Hotel agrees that notices of recall shall be sent by overnight courier.

11.06 a) The Company shall post notices of all promotional opportunities within the bargaining unit and shall receive applications for at least five (5) working days.

b) Whenever a job posting is posted during a period of time when an employee is on leave, the employee can, during the posting period, apply for the position through his/her shop steward provided the employee has given his/her shop steward written notice of the intention to apply for that position while he/she is on leave.

c) In all cases of promotion or transfer in response to a job posting, the following factors shall be considered.

- i) qualifications, skill, ability, merit, and efficiency
- ii) departmental seniority

Where the matters in factor (i) are relatively equal in the judgement of the Company, factor (ii) shall govern.

11.07 An employee shall lose all seniority and his/her employment deemed to have been terminated if he/she;

a) voluntarily leaves the employ of the Company.

b) is discharged and is not reinstated through the Grievance or Arbitration procedure.

c) is laid off for a period of twelve (12) months.

d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Company have been made for an extension of such leave, or utilizes a leave of absence for purpose other than those for which the leave of absence may be granted.

e) fails to return to work within five (5) calendar days after being recalled

from extended layoff by notice sent by courier, or fails to advise of his/her intention to return within three (3) days following such notice. Such notices are sufficient if sent to the last address of the employee made known by the employee to the Human Resources Department in writing.

- f) if absent without leave for three (3) days unless the employee was unable to notify the Company or have it notified of an acceptable reason.
- 11.08
- a) Any employee with one year's seniority, who wishes to be considered for a vacancy in another department, may file a request for transfer with the Human Resources Department. Such employee will be considered before a new hire is made.
  - b) A full-time employee transferred pursuant to 11.08 a) will be on a seventy (70) calendar day trial period. During the first fourteen (14) calendar days of the trial period, the employee has the right to return to his previous position and department. During the remainder of the trial period the Company or the employee may decide that the transfer is not successful, in which case the employee will have the first right to their previous position and department as soon as such a vacancy occurs. In the meantime, the Company can place the employee in any department and position at the rate of pay paid for the job being performed.
- 11.09
- a) The Company will use its best efforts, consistent with service and efficiency, to assign senior housekeeping staff to steady floors.
  - b) The Company agrees that the choice of available shift schedule and available days off shall be by seniority, subject to the right of the Company to maintain a qualified and efficient workforce. It is agreed that this is not a bumping provision.
- 11.10
- An employee returning from a leave of absence due to illness of two (2) days or more may be required to provide a certificate of fitness from a Doctor. Should a Doctor's note be required by the Company's representative, the Company will pay for the charge of issuing the certificate at the current OMA rate.
- 11.11
- Super Seniority: Shop stewards shall not be sent home or laid off as long as there is work available in their respective departments.

## ARTICLE 12: LEAVE OF ABSENCE

- 12.01 The Company may, in its discretion, grant a leave of absence without pay and

without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as is practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible. Benefits will be maintained to the end of the month the leave commenced or two weeks, whichever is less, while employees are on leave.

- 12.02 Maternity/Parental Leave - Both parties intend to comply with Part XI of the Ontario Employment Standards Act dealing with maternity and parental leave.
- 12.03 Any employee elected or appointed to a full time position within the Union, will be granted a leave of absence, without pay or benefits, as herein provided, for a period of one (1) year.
- 12.04 All full time and part-time employees with at least ninety (90) days of service, who are required to serve on a jury or have been subpoenaed as a Crown Witness, are eligible to receive up to two (2) weeks of jury duty pay per calendar year. Jury duty pay will be the difference between the employee's regular wage and the compensation received as a juror for each working day missed because of jury duty.

#### ARTICLE 13: REPORTING FOR WORK

- 13.01 Once a full-time employee reports to work on his/her regularly scheduled day, he/she shall receive a guaranteed eight (8) hours pay, save and except wait staff in dining rooms and lounges who shall receive six (6) guaranteed hours, unless sent home because of reasons beyond the control of the Company such as Acts of God and last minute cancellations of bookings. Part-time employees shall receive four (4) guaranteed hours. The employee must do whatever work is assigned.

#### ARTICLE 14: BONDING

- 14.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company, immediately terminates his/her employment regardless of seniority or other conditions.

#### ARTICLE 15: HOLIDAYS

- 15.01 The Company will observe the following holidays:

Christmas Day  
Boxing Day  
New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day

Thanksgiving Day  
Remembrance Day  
Anniversary Date of Employment (or Heritage Day, if proclaimed)  
Birthday (after one year of seniority)

- 15.02 A seniority employee shall receive his/her regularly scheduled hours pay (to a maximum of eight (8) hours) for each holiday at his/her regular rate of pay.
- 15.03 To be eligible for holiday pay, an employee must work the last scheduled working day immediately preceding the holiday and the first work day immediately following the holiday unless the employee was off work because of a scheduled day off, bonafide sickness, accident, authorized leave of absence, bereavement leave under Article 20 or on layoff and such absence began not more than seven (7) calendar days prior to the paid holiday and the employee worked his/her scheduled days immediately preceding and/or following such absence.
- 15.04 When any of the holidays are observed by an employee's scheduled vacation period, he/she shall receive a day's holiday pay in addition to his/her vacation pay.
- 15.05 Any authorized work performed by an employee on any of the aforementioned holidays shall be paid at the rate of regular time plus pay for the holiday. The employee may take another day in lieu of the holiday within thirty (30) calendar days or may just accept the pay in lieu, except where a day off is required by law.

#### ARTICLE 16: WAGES

- 16.01 The Company agrees to pay and the Union agrees to accept, during the term of this Agreement, as minimum, the wage rates set out in Schedule "A" attached hereto.
- 16.02 The Company agrees to pay a minimum of four (4) hours pay at the employee's regular rate of pay for mandatory meetings. The company will not use this right as a pretext for changing employee duties following the completion of such mandatory meetings.



- 16.03 There will be a \$0.25 per hour shift premium for bellman who work the overnight shift (11 p.m. - 7 a.m.).
- 16.04 The "Banquet Steward" classification will be at a rate of \$0.75/hr higher than the current "Silver Polisher's" rate.
- 16.05 If a lower Culinary position is performing tasks of a higher Culinary position for the majority of the shift, he/she will be paid the higher wage for all hours worked on that shift.
- 16.06 The Company will reimburse an employee in a two (2) day delay maximum, excluding weekends when an error has been made on an employee's pay.

ARTICLE 17: VACATION

- 17.01 Employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule:
  - a) Employees who have completed one ~~(1)~~ year of continuous employment with the Company shall be entitled to two (2) weeks' vacation with pay equivalent to four (4) percent of their total pay earned during the twelve (12) months prior to the completion of one ~~(1)~~ year of continuous employment.
  - b) Employees who have completed four (4) years or more of continuous employment with the Company shall be entitled to three (3) weeks of vacation with pay equivalent to six (6) percent of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
  - c) Employees who have completed ten (10) years or more of continuous employment with the Company shall be entitled ~~to~~ four (4) weeks vacation with pay equivalent to eight (8) percent of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
  - d) Employees who have completed twenty-five (25) years or more of continuous employment with the Company shall be entitled to five (5) weeks vacation with pay equivalent to ten (10) percent of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.

- 17.02 "Total Pay" shall mean wages received for work performed at either the straight time or time and one-half rate and holiday pay.
- 17.03 An eligible employee desiring to take his/her vacation at a particular time may do so by written request, delivered to his/her department manager, prior to April 15th of that vacation year. Vacation shall be allotted in accordance with seniority and the employee's preference subject to the Company being able to maintain qualified and adequate staff in the department or area concerned. The employee will be notified within thirty (30) days after the April 15th date as to whether or not his or her request has been granted.

#### ARTICLE 18: HEALTH & WELFARE

- 18.01 The Company agrees to provide during the term of this Agreement, contributions to Health and Welfare plans set out in Schedule "B" attached hereto for all active seniority employees.
- 18.02 a) Health & Welfare premiums will be continued by the Company for up to three (3) months in the case of employees on sick leave. The employee may make self payments to the Hotel and the Hotel will forward payments to the benefit plan to a maximum of twelve (12) months.
- b) The Company agrees if a full time employee's hours are reduced to below 24 hours per week, the Company will continue to make Health & Welfare payments for that employee for three (3) months.

#### ARTICLE 19: HOURS OF WORK

- 19.01 a) It is expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- b) The work week will commence on Sundays at 12:01 a.m. and cease the following Saturday at midnight.
- c) The Company will pay overtime for all hours worked in excess of the maximum regular work week. Overtime will be at time and one-half after forty hours. Hours worked in excess of eight (8) hours in a day will be paid at time and one-half the employee's regular rate.
- d) Required overtime will be offered by seniority to those employees on duty who are qualified to perform the work available. Overtime shall be

voluntary subject to the right of the Company to assign overtime in reverse order of seniority should there be insufficient numbers of volunteers.

- 19.02 Each employee shall be entitled to one ~~(15)~~ fifteen (15) minute rest period for each half shift of four (4) hours.
- 19.03 a) Every effort shall be made to schedule two (2) consecutive days off in each week, however, it is understood that in cases of emergency or for some specific work assignment it may not be possible to attain this goal, (such as outlet closed one day a week or maintenance assignments).
- b) Management recognizes that there may have been some instances where the spirit of 19.03 (a) has not been fully complied with. This will confirm that management will make every effort to schedule two consecutive days off in each week, based on seniority, in accordance with 19.03 (a). In addition, management confirms their commitment to make every effort to schedule the same days off based on seniority.
- 19.04 Employees may provide management with a request for preferred days off either on a permanent basis or by Tuesday for the following calendar week (starting Sunday). Management will make every effort to schedule employees in accordance with their request, subject to the need to maintain efficient staffing and:
- a) to the goal of providing full timers with a full week's work.
- b) equal distribution of days off requested by many full timers - for example -weekends.
- 19.05 Time schedules made up for full time employees will be posted ninety-six (96) hours in advance. Management will make every effort not to change the schedule once it is posted.
- Where a change is necessary, management will attempt to make other arrangements before changing the schedule. If an employee, whose schedule management wishes to change, has already made other plans, management must obtain the employee's agreement before a change is made.
- 19.06 With respect to schedules, the parties agree that schedules will be prepared in ink and posted. If a union steward wishes to initial the schedule he/she can.
- 19.07 Maintenance staff who work on the sixth and/or seventh day of a scheduled

work week, will receive one and a half times their regular rate for all hours worked on the sixth and seventh day. All other employees have the option of working it, but at straight time.

19.08 Subject to circumstances beyond the control of the Company such as Acts of God and last minute booking changes, the Company agrees not to schedule back to back shifts (i.e. A shift that commences eight and one-half [8 ½ ] hours or less after the employee has completed a work shift) without twenty-four (24) hours' advance notice and:

- i) accommodation free of charge; or
- ii) cab fare home and back to work for the commencement of the next shift; or
- iii) paid parking with respect to both shifts;

at the Company's discretion. The twenty-four (24) hour advance notice requirement will not apply if the employee consents to work the back to back shifts.

#### ARTICLE 20: BEREAVEMENT LEAVE

20.01 In the event of a death in the immediate family of a full time employee who has completed his/her probationary period with the Company, time off with pay (three (3) regularly scheduled working days) shall be granted to make arrangements for and attend the funeral. Immediate family shall mean: husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents or grandparents of the employee's spouse, step-children, step-parents. One day of paid leave shall be granted to an employee upon the death of a sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

#### ARTICLE 21: BANQUET EMPLOYEES

21.01 This article applies to all Banquet Staff covered by this Collective Agreement.

21.02 The hours of work and overtime provisions for Banquets staff shall be determined in accordance with the terms and conditions of the Employment Standards Act, 1974 (Ontario)

21.03 Banquet gratuities will be divided, seventy-five (75) percent to the staff, twenty-

five (25) percent to the Management. Twelve and one-half percent (12 ½ %) of the staffs seventy-five (75) percent will be given to the Banquet Housemen, leaving the balance of sixty-two and one-half percent (62 ½ %) for other Banquet staff.

21.04 Banquet staff shall be allowed one (1) thirty (30) minute unpaid meal period after the first four (4) hours worked and an additional thirty (30) minute unpaid meal break period, if they work more than eight hours.

21.05 Banquet staff scheduled to work a function or otherwise called in to work shall be paid at least five (5) hours regular pay.

"Regular" and casual part-time banquet staff scheduled to work a function or otherwise called on to work shall be paid at least four (4) hours regular pay.

21.06 Banquet Management will provide a detailed accounting of the tip distribution to the Banquet Union Stewards for every pay period. Management will meet with the Stewards to fully explain the system following ratification and whenever a new Steward is appointed.

21.07 a) Servers will not drive vehicles used in the transport of food, drink or equipment, to or from outside catering functions.

b) Banquet Housepersons who do not show that they have an appropriate and valid driver's license will not be permitted to drive Company owned or operated vehicles.

c) The Hotel agrees that current drivers will be properly trained and educated.

21.08 The parties agree that supervisors will not transport food or equipment or staff except in an emergency.

21.09 The Company agrees that for cash wine and liquor sales in the Banquet Department, beverage cheques will be stamped "15% gratuity included" and fifteen (15) percent will be added automatically to the cheque.

21.10 For Hotel sponsored Banquet functions held on New Year's Eve, the Company agrees to pay banquet servers who serve the function a minimum of one hundred dollars (\$100.00) gratuity.

For New Year's Eve of December 31, 1999, the amount shall be one hundred and fifty dollars (\$150.00). In addition Non-Gratuity employees who are working

the evening and overnight shift on December 31, 1999 shall receive the amount of fifty dollars (\$50.00) as a shift premium.

- 21.11 With respect to outside catering breaks, soft drinks and meals will be provided to all staff when the time comes for one-half (½) hours break. Employees will not be penalized by having to wait until the function is over to eat.
- 21.12 Breaks for banquet employees: If a banquet employee has not had his/her break by the end of his/her shift, he/she will be paid for the break rather than be sent home early.
- 21.13 Banquet part-timers: The Company recognizes seniority for all regular part-time employees. (Regular part-timers must be available for 5 days without restriction and have completed their probation period.) Employees and casual part-time banquet employees with respect to scheduling, days off, number of shifts, vacations, holidays, layoffs and recall from layoffs. Such seniority will be maintained and shown on two (2) separate lists (1 for regular part-time banquet employees and 1 for casual part-time banquet employees. A copy of each list will be posted in the Banquets Department.)

When an employee moves from the regular part-time banquet employee list to the casual banquet employee list or vice-versa, the employee will go to the bottom of the list.

- 21.14 Except as expressly modified by this Article, all provisions of the Collective Agreement shall apply to the Banquet staff.
- 21.15 Lockers: The Company agrees to assign a maximum of eight (8) lockers to be used by regular banquet, part-time employees. All lockers policies which apply to the utilization of lockers by full-time banquet employees. If they do wish, part-time banquet employees may share lockers provided that under no circumstances will the Company be responsible for loss or damage to contents, however caused.

## ARTICLE 22: GRATUITIES

- 22.01 a) Bell persons gratuities on tour baggage will be \$2.15.
- b) The parties agree that in the case of lower rated tours (for example, church groups, student groups, etc.), the Company will not be forced to refuse this business due to this Article, but the Union will be given reasonable access to relevant documents which support the basis for the Company's decision that such tours would have been lost if the

minimum tour baggage charge was imposed.

- c) In accordance with present Company practice on pre-arranged room deliveries for associations and groups, gratuities on room deliveries, such as flowers, gifts, etc., will be, per item, \$2.25.
  - d) A premium of \$2.00 will be paid to Bellmen for relocates and limo "short trips", within 15 minutes. If longer than 15 minutes a premium of \$5.00 per hour to a maximum of \$10.00 will be paid.
- 22.02 Where a Room Service server is directed to deliver a complimentary item for a guest, he/she shall be paid a one dollar and seventy-five cent (\$1.75) gratuity per complimentary delivery.
- 22.03 On any management order delivered by a Room Service server, the Room Service server shall be paid a gratuity equal to ten (10) per cent of the value of the cheque or menu price of the order.
- 22.04 All food service cheques (except Room Service) shall have printed, stamped or written on the cheques "Gratuity not included".
- 22.05 Room service cheques shall have an automatic fifteen (15) percent gratuity added to the cheque. The fifteen percent will be added on the pre-tax total and is subject to the guest refusing to pay the gratuity. Room Service cheques will indicate that a gratuity has been included. This gratuity will be shared among the service staff.
- 22.06 The Company agrees that cashiers will not share in private bar gratuities.

#### ARTICLE 23: CALL IN PAY

- 23.01 An employee who has completed his/her shift and has left the Company premises and is recalled because of an emergency, will receive a minimum of five (5) hours pay at regular rate or the hours actually worked, whichever is greater,

#### ARTICLE 24: WALK-OUTS

- 24.01 A waiter or waitress is responsible for collecting the amount of the cheque from the customers in that employee's station. Where the waiter or waitress fails to do so, the employee shall be personally responsible for paying the amount of the cheque involved unless the employee provided a satisfactory explanation in accordance with the Company's present practice. No payment is required to be

made until either (a) Step. No. 2 of the grievance procedure has been exhausted or (b) ten (10) working days have gone by since the date of the walk-out, whichever is earlier.

#### ARTICLE 25: GENERAL

- 25.01 The Company agrees that there will be no split for bellmen.
- 25.02 The Company will provide 3 parking spots and 1 short spot.
- 25.03 a) The Westin Hotels & Resorts Food and Beverage Division Culinary Apprenticeship Program as defined within the job classification outline forms a part of this agreement.
- b) An apprentice will be considered for a vacant full time position six months prior to finishing his/her program.
- 25.04 Employee evaluations for culinary employees will be done every six (6) months for culinary employees who request such evaluations be done.
- 25.05 The Company agrees to post up-to-date seniority lists of all culinary employees showing each employee's seniority date and classification. Such seniority lists are to be posted on the main bulletin board every six (6) months.
- 25.06 The daily timesheet showing the hours of culinary staff will be posted on the main kitchen board everyday. As well, the paysheet showing the total number of hours to be entered on the pay cheque will be posted.
- 25.07 Any employees who trains will be paid a training allowance of \$0.50 per hour. This training allowance will also apply to Daly's.
- 25.08 Subject to operational requirements, Command Centre Agents who work on two of the following days (December 24, 25, 26) shall not be required to work on December 31 or January 1.
- 25.09 The Hotel will make sure that mattress flipping will be done by a Houseman and the Houseman will continue to assist in pulling furniture out from walls when doing general cleaning functions.
- 25.10 We agree to a joint union/management feasibility study looking at Day Care.
- 25.11 Effective July 5, 1999, the Company will contribute twenty-five cents (25¢) per hour worked for each active member, into a pension fund established by the



Union and known as the Ontario United Food and Commercial Workers Union Pension Plan. Payments will be made on a bi-weekly basis.

The Plan is administered by The Benefits Plan Administrators Limited, Suite 200, 135 Queen's Plate Drive, Etobicoke, Ontario M9W 6V1. The amount contributed as of May 1<sup>st</sup>, 2000 will be thirty cents (30¢) per hour. The amount contributed as of May 1<sup>st</sup>, 2001 will be thirty-five cents (35¢) per hour.

- 25.12 Sick pay benefits will commence after the third consecutive day of illness and the Company will pay four **(4)** days.
- 25.13 For the purpose of calculating the seven (7) day elimination period, the Company will include the employee's two (2) scheduled days off.
- 25.14 The Company confirms that creation of new classifications and their respective wage rates will be discussed with the union prior to implementing same.
- 25.15 With respect to job descriptions, management will consult with the union in the preparation of task lists. The parties agree that this will not interfere with management's right to create and change employees' responsibilities as required.
- 25.16 With respect to locker checks, Company security will not make any locker checks without the presence of a union steward, if one is available. If a union steward is not available, the union will be entitled to have an employee act as a witness.
- 25.17 Union members will not be responsible for calling other members in to work.
- 25.18 Grace period: An employee must use their own time and attendance card and may not sign or punch in at their work station more than six (6) minutes before or six (6) minutes after their assigned shift.
- 25.19 Contracting out: The Company agrees that if the contracting out of any work normally performed by full-time bargaining unit employees in the maintenance department would result in lay off of such employees in that department, the Company will meet with the union to discuss ways and means of reducing the impact of such change on the employees to be affected. In the event an arbitrator concludes this provision has not been adhered to, the Company will pay any hours lost to said employees.

- 25.20 Citizenship: The Company agrees to pay an employee for four (4) hours at regular pay where his/her citizenship swearing in ceremony falls on a working day. Where such citizenship swearing in ceremony lasts beyond (4) hours, the employee will be paid for such extra hours up to a maximum of eight (8) hours at regular pay.
- 25.21 Selling rooms: The company agrees not to sell rooms to be cleaned by room attendants.
- 25.22 The Company agrees to share 50% of the union steward Christmas party.
- 25.23 Daly's-Re: Greeters: The Company will schedule sufficient staff on the day shift to have a greeter(s) and manager, and greeter(s) on the evening shift, except where there is a problem with the staffing beyond the Company's control.
- 25.24 Work off/in a department: Company supervisors, management representatives heads will not normally perform work customarily performed by employees in the department in which an employee(s) is/are performing their daily regular work, except;
- a) as a result of unexpected, urgent or emergency conditions;
  - b) for the purpose of demonstration or training;
  - c) to occasionally relieve an employee for a short period of time, or
  - d) when a regular employee is not available due to being late for work or absent from work and suitable replacement is not available.
- 25.25 Daly's/Landmarks/Hartwells: Employees of Daly's, Landmarks and Hartwells will only be allowed to take either Christmas or New Year's Day *off* but that no employee may have both holidays. This also applies to employees who have requested and been granted vacation at this time of year
- 25.26 Corrective Action:
- .01 Subject to .02 below a corrective action notation or a suspension will not be relied upon in future disciplinary action proceedings if the employee has had no further corrective action notations or suspensions during the 14 months immediately thereafter.

- .02 With respect to suspensions for being under the influence of drugs or alcohol on Company property, sexual harassment or theft, the employee must have no further corrective action notations or suspensions during the 18 months immediately thereafter.
- .03 Employee will receive copies of any written warnings and more serious disciplinary actions that are to be entered on their Human Resources file. These documents will indicate the reasons for the discipline. Copies will, with the permission of the employee, be provided to the Union.

#### ARTICLE 26: FRONT DESK

- 26.01 The Company has agreed to order two new calculators
- 26.02 Re: Cash Out: If a front desk agent has not had access to a calculator during his/her shift, or a front desk agent has inadvertently posted accounts on another front desk agent's number, the Company will pay that front desk agent overtime at the rate of time and one half of his/her regular rate in the event that he/she is unable to complete his/her cash out by the end of his/her shift.
- 26.03 Assistant Managers will use their own float to make change.
- 26.04 Re: New Hires: New hires will do their initial training on day shifts, as determined by management. It is understood that once new hires have completed the said training shifts, they will then proceed to the overnight shift.
- 26.05 Except in case of emergency or a line up at the front desk and where no other agents are available or have already been scheduled to work 40 hours "management" personnel will not be allowed to work as agents. "Management" includes non-union personnel with previous front desk training. This privilege is not to be abused.
- 26.06 Re: Private Bars and Laundry: All private bar receipts are to be at the front desk by 2:00 p.m. All laundry receipts are to be at the front desk by 7:00 p.m.
- 26.07 Re: Back to back shifts: Employees agree to work them so long as the Company provides accommodation free of charge or cab fare home and back to work for the commencement of the next shift.
- 26.08 The Company to form a committee to review tasks.
- 26.09 All cash drops are to be witnessed.

## ARTICLE 27 - COMMAND CENTRE

27.01 While it is recognized that the operation of the telephone system is the primary duty, the Service Express Agents in the Command Centre may be designated other duties. These duties will be performed at their work stations.

## ARTICLE 28: CLOTHING AND EQUIPMENT

28.01 The Company agrees to buy three (3) electrical portable heaters for use, during outside catering functions, in garages. These heaters will be operated in accordance with applicable Health & Safety requirements. Sales & Catering will confirm in advance of a function as to whether there is a hydro outlet readily available. If there isn't, the Company will attempt to utilize the existing hydro outlet with the use of an extension cord.

28.02 Female employees involved in outside banquet catering functions will be allowed to wear black slacks of a similar make and style as male employees.

28.03 Receiving/Storeroom: The Company will provide receiving/storeroom employees with overalls and gloves and will replace same in accordance with the procedure utilized by the Company for the replacement of uniforms.

28.04 Summer attire will be provided for outside catering functions in parks, etc., as long as the guest agrees. Employees will be provided with shorts and golf shirts that fit.

28.05 Uniforms for Doorman and Valet Employees - the Company will provide long johns, scarves, appropriate headwear and gloves in the winter. In the summer, the Company will provide short sleeve white shirts and ties (and hats for doormen).

28.06 The Company shall supply gloves and hats to employees engaged in outside banquet catering functions during the fall, winter and spring.

## ARTICLE 29 – HEALTH AND SAFETY

29.01 The Company agrees to abide by the Occupational Health and Safety Act.

## ARTICLE 30 - TERMINATION OF AGREEMENT

29.01 This agreement shall continue in effect for the period commencing on the date of May 1, 1999 and terminating on the 30th day of April, 2002.

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Wage Rates shall be retroactive to **May 1, 1999.**



SCHEDULE " A      PAY SCHEDULE

Department		May 1 1999	May 1 2000	May 1 2001
Banquets	Servers	8.12	8.28	8.45
	Houseperson	9.00	9.18	9.36
Service Express	Service Express Attendant	8.12	8.28	8.45
	Service Express Attendant (N)	8.74	8.91	9.09
	Service Express Agent	12.79	13.05	13.31
	Private Bar Attendant	9.75	9.95	10.15
Daly's	Server	8.12	8.28	8.45
	Busperson	10.82	11.04	11.26
	Greeter	12.06	12.30	12.54
Landmarks	Servers	8.12	8.28	8.45
	Bartenders	10.20	10.40	10.61
Hartwells	Servers	8.12	8.28	8.45
	Busperson	10.82	11.04	11.26
	Greeter	12.06	12.30	12.54
Culinary	Cook 1	17.51	17.86	18.22
	Cook 2	15.64	15.95	16.27
	Pantry Cook	12.01	12.25	12.49
	Butcher	18.31	18.68	19.05
Stewards	Steward	11.57	11.80	12.04
	Silver Cleaner	11.73	11.96	12.20
	Potwasher	12.13	12.37	12.62
	Night Cleaner	12.31	12.56	12.81
	Steward Runner	11.85	12.09	12.33
	Banquet Steward	12.66	12.91	13.17

Department		May 1 1999	May 1 2000	May 1 2001
Beverage	Bartender	9.89	10.09	10.29
	Service Bartender	10.20	10.40	10.61
	Barporter	10.82	11.04	11.26
	Beverage Coordinator	12.24	12.48	12.73
Guest Services	Door Attendant	8.12	8.28	8.45
Driveway	Greeter	9.89	10.09	10.29
Housekeeping	Houseperson	11.66	11.89	12.13
	Night Cleaner	12.31	12.56	12.81
	Room Attendant	11.83	12.07	12.31
	Linen Room Attendant	12.00	12.24	12.48
	Seamstress	12.61	12.86	13.12
Laundry	LV Attendant	11.68	11.91	12.15
	Lead Laundry Attendant	12.73	12.98	13.24
Valet	Attendant	11.68	11.91	12.15
Health Club	Health Club Attendant	11.19	11.41	11.64
Storeroom	Clerk	11.85	12.09	12.33
	Runner	11.64	11.87	12.11
	Receiver	12.82	13.08	13.34
Engineering	Carpenter	18.97	19.35	19.74
	Electrician	21.64	22.07	22.51
	Maintenance 1	17.34	17.69	18.04
	Maintenance 2	16.09	16.41	16.74
	Maintenance 3	13.86	14.14	14.42
Front Office	Guest Service Supervisor	13.64	13.91	14.19
	Front Desk Agent	12.70	13.05	13.31



SCHEDULE "B" HEALTH AND WELFARE

1. (a) In addition to the wages regularly to be paid by the Company to the employee as provided in the Agreement, the Company shall contribute to the Ontario United Food and Commercial Workers Union, Health and Welfare Plan a sum equal to \$125.00 (one hundred and twenty-five dollars) per month for each employee in service covered by this Agreement who is on the payroll for services rendered during any regular payroll period, provided that such an employee has been employed a minimum of 20 (twenty) hours per week and has been in the employ of the Company for a period of 90 (ninety) days.
- (b) Such contributions shall be paid monthly.
- (c) Payments made by the Company to Ontario United Food and Commercial Workers Union, Health and Welfare Plan on or before the twentieth day of each month following the month for which the deduction is made. The Company will complete forms to be furnished by Ontario United Food and Commercial Workers Union, Health and Welfare Plan for reporting of "Welfare Contributions" to be forwarded.
- (d) All such monies due to the Ontario United Food and Commercial Workers Union, Health and Welfare Plan from the Company herein under the provisions of this Agreement shall be segregated each week by the Company until monthly remittance is made to the Ontario United Food and Commercial Workers Union, Health and Welfare Plan and shall not be commingled with the funds of the Company, but shall be held in trust for the benefit to the Ontario United Food and Commercial Workers Union, Health and Welfare Plan.

SCHEDULE "C" PART - TIMERS

- C.1. The Company recognizes the Union as the bargaining agent for all employees performing jobs similar to those covered by Article 2.01, but employed for twenty-four hours per week or less ("Part-Timers"), save and except students employed during the school vacation period.
- C.2. Articles 1.01 to 10.06 and Article 24.01 to 25.02 of the full time Collective Agreement, to which this Agreement is made a Schedule, shall apply to Part-Timers.
- C.3. Should a Part-Timer apply for a vacancy posted in accordance with Article 11.04 , the Company shall consider such application before hiring someone not previously an employee.
- C.4.(a) Part-Timers Holiday Pay entitlement shall be as provided for by the Ontario Employment Standards Act.
- (b) Part-Timers Vacation Pay entitlement shall be:
- (i) Four percent (4%) of total pay
  - (ii) Six percent (6%) of total pay after completion of four (4) years of continuous service.
  - (iii) Eight percent (8%) of total pay after completion of ten (10) years of continuous service
  - (iv) Ten percent (10%) of total pay after completion of twenty-five (25) years of continuous service.
- C.5. Part-Timers shall receive the hourly wage negotiated for full time employees as set out in Schedule A.
- C.6. Part-Timers shall be entitled to Bereavement leave under Article 20 provided the employee was scheduled to work.

APPENDIX "D"      EMPLOYEE MEALS

LETTER ~~OF~~ AGREEMENT

Between

The Westin Ottawa

And

United Food and Commercial Workers' Union, Local 175

The parties have agreed that, effective October 3, 1999, the Company's only obligation will be to provide meals on a cost neutral basis and that Clause 25.11 shall be deleted from the Collective Agreement, The parties have agreed to meet and discuss prior to this date how the Hotel will provide meals to employees on a cost-neutral basis.

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APPENDIX "E" COOK 3 AND COOK 4 EMPLOYEES

LETTER OF AGREEMENT  
Between  
The Westin Ottawa  
And  
United Food and Commercial Workers' Union, Local 175

Employees who were classified as Cook 3 or Cook 4 will not lose their job titles.

Such employees will be paid the wage in effect May 1, 1998 for the duration of this Collective Agreement.

For each year of the Collective Agreement, these employees will be paid a lump sum amount equal to their hours worked in the previous year times two percent (2%) of their current rate.

The employees affected are:

Jennifer Arnold  
Gilles Bertrand  
Andrew Fuller  
Steven Guttaduria  
Hieng Souksaly

Leona Archambault  
Tennyson Grant  
John Ching-Yin Ho

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APPENDIX "F"

LETTER OF AGREEMENT  
Between  
The Westin Ottawa  
And  
United Food and Commercial Workers' Union, Local 175

The parties have agreed that the following employees will be "Green Circled" for the duration of this Collective Agreement and that each employee will receive a letter explaining this. A copy of each employee's letter will be given to the Union.

Bruce, Edna  
Jamieson, Mavis  
Myers, Stephanie  
Castallanos, Lintan  
Crichton, Michael  
West, Greg  
Daponte, Joseph  
Myatt, Paul

Edwards, Sonia  
Mejustine-Costante, Ghislaine  
Smith, Anetta  
Chanprasith, Thong  
Grant, Douglas  
Small, Joan  
Lisak, Martin  
Rosenlund, Steve

Employees who are "Green Circled" (ie. Their wage rate exceeds that of the rate in the Collective Agreement) will be provided with a lump sum payment at the commencement of each contract year based on two percent (2%) of their current rate times the previous years hours.

[Note: If an employee's wage rate exceeds the wage rate in the Collective Agreement by less than two percent (2%) then the lump sum will be prorated.]



**THE WESTIN**  
OTTAWA

APPENDIX "G"

EXECUTIVE OFFICES

May 11, 1999

Dan Lacroix  
Union Representative  
United Food and Commercial Workers' Union, Local 175  
20 Hamilton Avenue North  
Ottawa, Ontario K1Y 1B6

Dear Mr. Lacroix,

The parties agree that the current standard of 16 rooms per day to be cleaned by Room Attendants will continue for the duration of the Collective Agreement.

The parties also agree that the current practice of selling additional rooms to the Room Attendants will continue for the duration of the Collective Agreement notwithstanding the language in the Collective Agreement.

The Hotel agrees that the application of this letter shall not adversely impact staffing levels in the department.

Sincerely,

Gary Taylor  
Director of Human Resources



**THE WESTIN**  
OTTAWA

APPENDIX "H"

EXECUTIVE OFFICES

April 16, 1999

Dan Lacroix  
Union Representative  
United Food and Commercial Workers' Union, Local 175  
20 Hamilton Avenue North  
Ottawa, Ontario K1Y 1B6

Dear Mr. Lacroix,

This will confirm our discussions regarding the attendance of a Union Shop Steward at the employee orientation programs presented at the Hotel.

A Shop Steward designated by the Union will be invited to attend the program in order to describe the union benefit program and the procedures for filing a claim.

We will notify the Union, through the Chief Shop Steward, of scheduled programs no less than 48 hours in advance.

If the designated Shop Steward is scheduled for work there will be no loss of pay as a result of the presentation being made.

Sincerely,

Gary Taylor  
Director of Human Resources

cc. John Jarvis, General Manager



**THE WESTIN**  
OTTAWA

APPENDIX "I"

EXECUTIVE OFFICES

September 14, 1999

Dan Lacroix  
Union Representative  
United Food and Commercial Workers' Union, Local 175  
20 Hamilton Avenue North  
Ottawa, Ontario K1Y 1B6

Dear Mr. Lacroix,

I would like to confirm, in this letter of agreement, the commitment on contracting out that the Hotel made during our recent negotiations.

The Hotel has agreed that during the term of the current collective agreement (May 1, 1999 to April 30, 2002) the Hotel will not contract out core departments of the Hotel to an outside contractor.

This letter of agreement will expire at the end of this collective agreement and may only be renewed by agreement of the parties.

Sincerely,

Gary Taylor  
Director of Human Resources



APPENDIX "J"

LETTER OF AGREEMENT  
Between  
The Westin Ottawa  
And  
United Food and Commercial Workers' Union, Local 175

The parties have agreed that they will meet within thirty (30) days of ratification of the Collective Agreement to reorganize the Collective Agreement.

APPENDIX "K"

LETTER OF AGREEMENT  
Between  
The Westin Ottawa  
And  
United Food and Commercial Workers' Union, Local 175

The Parties agree that the existing scheduling practices by Departments will continue for the duration of the Collective Agreement, subject to operational requirements. It is agreed, however, that when any employee finishes a shift and commences a new shift in the same day, no overtime shall result unless one of the two shifts is in excess of eight (8) hours.

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