

Collective Agreement

Between

United Food and Commercial Workers Union
Local 175

and

The Westin Hotel, Ottawa

Begins:
04/30/2002

Terminates:
04/30/2006

10993 (03)

Name

Address

Phone

Soc. Ins. No.

Work Address

Work Phone

Union Steward

Phone

**United Food & Commercial Workers
U.F.C.W. Locals 175 & 633
2200 Argentia Road
Mississauga, Ontario L5N 2K7
Phone: (905) 821-8329
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LETTER FROM THE PRESIDENT U.F.C.W. CANADA LOCAL 175

Dear Fellow Members:

I wish to welcome new members to Locals 175 & 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Unions achievements. **We** have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let us not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,
Wayne Hanley, President,
U.F.C.W. CANADA Local 175.

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. **We** represent some **50,000** members across Ontario, of whom some **25,000** are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and a Communications Representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of more than 225,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life and is mirrored in the makeup of Locals 175 & 633.

U.F.C.W. CANADA LOCALS 175 AND 633

Your local unions, with over 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jim Andress, Guelph

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga

Phil Anderson, Peterborough

Toni Armstrong, Hawkestone

Mona Bailey, Omemee

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Fay Boucher, Thunder Bay

Sam Caetano, Toronto

Joyce Cote, Niagara Falls

Matt Davenport, Guelph

Bruce Dosman, Hanover

William Foley, Burlington

Roland Fortin, Kitchener

David Fox, Napanee

Steve Garland, Kitchener

Rudolf Gwinner, Cambridge

Joe Hand, Newcastle

Jim Hastings, Mississauga

Jim Hough, Burlington

Tim Kelly, Stratford

Janice Klenot, Kitchener

Jane Koren, Wasaga Beach

Cliff Kostyniuk, St. Catharines

Rosemarie Mathieu, Oshawa

June Maruschak, Sarnia

Nancy Melcore, Brampton

Tony Morello, Angus

Pat Newell, Port Hope

Robert Nicholas, Havelock

Fitzroy Reid, Toronto

Scott Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Milford

Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Roy Reed, Orillia

RECORDER

Neil Hotchkiss, McGregor

VICE-PRESIDENT:

MaryLou Mallett, Arthur

What You Get For Your Union Dues

- **Higher than average wages and benefits.** According to recent government statistics, unionized workers make, on average, **38%** more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with the Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You **bet** they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected **violation** of this agreement to the **attention** of the **Union Steward** as **soon** as **possible**, because **time** limits **may be important in winning your grievance**. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS, TRAINING AND EDUCATION

There are a number of scholarships available for UFCW Canada Locals 175 & 633 members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: www.ufcw175.com.

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer annual regional steward training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History: Past, Present and Future" and ensures that our stewards are well-informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

WORKPLACE SAFETY AND INSURANCE ACT 'W.S.I.A'
Formerly
WORKERS COMPENSATION ACT "W.C.B"

The Workplace Safety and Insurance Act, "W.S.I.A", formerly, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job-related disabilities. Here are answers to the most commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4). A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5).. When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insur-

ance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS?

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect of the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect of the worker when the injury occurred
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 (1)... The employer of an injured worker shall co-operate in the early and safe return to work of the worker by:

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

WORKERS DUTY?

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent

with the worker's functional abilities and that, when possible, restores his or her **pre-injury** earnings

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her **pre-injury** employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right, in fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a **W.S.I.B.** claim. Contact your union office.

EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

“Where to Apply?”

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period, or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn work credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary

Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can **start** collecting maternity benefits up to **8** weeks before you are scheduled to give birth. However, benefits cannot be received later than **17** weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can **be** received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at **55%** of your average insured earnings up to a maximum of **\$413** per week.

Discharge or Quit:

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. **Contact** your Union if you need assistance with your appeal.

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a **job** or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the **job** was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the **job** if he so orders, pending the outcome of such appeal.

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REGIONAL OFFICE:

**U.F.C.W. LOCAL 175
20 HAMILTON AVENUE NORTH
OTTAWA, ONTARIO
K1Y 1B6**

**TELEPHONE: 1-613-725-2154 or
1-800-267-5295**

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, banquet 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 employ-

ees, 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, the location of which shall be mutually agreed upon. Further, the Company will also provide for this office, one (1) filing cabinet and one (1) answering machine or personal voice mail. This office will be accessed only by Union personnel.
- (f) The Chief Shop Steward or delegate will be allowed one half (1/2) day per week to conduct Union business at the Union's expense.

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/Laundry Valet/Maintenance	(1)
Health Club/Front Desk	(1)
Culinary/Storeroom	(1)
Daly's/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 employees 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 meet-

ing 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 with pay 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 General 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 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.

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 hired into the bargaining unit will be considered probationary employees for the first ninety (90) calendar days worked of their employment. With respect to part-time employees, they must complete sixty **(60) working shifts**.
- 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
- Daly's |
| - Housekeeping | - Landmarks |
| - Laundry, Valet | - Hartwells |
| - Maintenance | - Banquets/Beverage |
| - Health Club | - Service Express/
Private Bar |
| - Front Desk | - Stewarding |
| - Culinary | |

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 1 and January 1)

11.03 Subject to any contrary provisions of the Privacy Act, 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.

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 classifica-

tion 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 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.

11.07 Super Seniority: Shop stewards shall not be sent home or laid off as long as there is work available in their respective departments.

11.08 **Banquet Part-timers**

- (a) Banquet part-timers: The Company recognizes seniority for all part-time employees with respect to scheduling, days off, number of shifts, vacations, holidays, lay-offs and recall from lay-offs.
- (b) A part-time employee is required to make himself/herself available on at least three (3) specific days per week one of which must be on the weekend. These days may be changed on January 1, May 1 and September 1 of each year.
- (c) Casual employees do not have a requirement to make themselves available for work. However, should a casual employee not be available on three (3) successive call-ins to work their employment may be terminated.

ARTICLE 12 — PROMOTIONS AND TRANSFERS

12.01 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.

12.02 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.

12.03 A full-time employee transferred pursuant to 12.02 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.

ARTICLE 13 — LEAVE OF ABSENCE

- 13.01 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.
- 13.02 Maternity and Parental Leave— Both parties intend to comply with ~~Part~~ XI of the Ontario Employment Standards Act dealing with pregnancy and parental leave.
- 13.03 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.
- 13.04 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.
- 13.05 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 14 — REPORTING FOR WORK

- 14.01 **Minimum** Call — Once an employee reports to work on his/her regularly scheduled day, he/she shall receive a guaranteed four (4) hours pay.
- 14.02 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.
- 14.03 **Grace Period:** An employee must use their own time and attendance card and must sign and/or punch in as indicated by management. No pay adjustment will be made to employees who punch in within six (6) minutes of the beginning or end of their shift.
- 14.04 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 15 — WORKING CONDITIONS

- 15.01 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.
- 15.02 Servers will not drive vehicles used in the transport of food, drink or equipment, to or from outside catering functions. Only staff with a valid **driver's** li-

cense will be allowed to operate vehicles in the charge of the Hotel.

- 15.03 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. The Hotel agrees that current drivers will be properly trained and educated.
- 15.04 The Hotel will *make* sure that mattress flipping will be done by a Houseperson and the Houseperson will continue to assist in pulling furniture out from walls when doing general cleaning functions.
- 15.05 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.
- 15.06 Assistant Managers will use their own floats to make change.
- 15.07 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.
- 15.08 All cash drops are to be witnessed.

ARTICLE 16 — HOLIDAYS

- 16.01 The Company will observe the following holidays:
- | | |
|------------------|------------------------|
| - Christmas Day | - Thanksgiving Day |
| - Boxing Day | - Remembrance Day |
| - New Year's Day | - Anniversary Date |
| - Good Friday | of Employment |
| - Victoria Day | (or Heritage Day, |
| - Canada Day | if proclaimed) |
| - Civic Holiday | - Birthday (after |
| - Labour Day | one year of seniority) |

- 16.02** 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.
- 16.03** 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, bona fide sickness, accident, authorized leave of absence, bereavement leave under Article **25** 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.
- 16.04** 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.
- 16.05** 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.
- 16.06** (a) **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.
- (b) Where operational requirements permit, **Culinary** staff will receive either Christmas or New Year's Day off.

ARTICLE 17 — WAGES

- 17.01 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.
- 17.02 Where the Company makes an error on an employee’s pay the Company will reimburse **an** employee within two (2) days, excluding weekends. This shall not apply if the error is caused by the employee.
- 17.03 The time sheets showing the hours of culinary staff will be posted on the main kitchen board bi-weekly. **As** well, the paysheet showing the total number of hours to be entered on the pay cheque will be posted.

ARTICLE 18 — BENEFITS

- 18.01 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 1st, 2001 will be thirty-five cents (35¢) per hour. The amount contributed as of May 1st, 2003 will be forty cents (40¢) per hour.

- 18.02 With respect to outside catering breaks, soft drinks and meals will be provided to all staff when the time comes for one-half (1/2) hours break. Employees will not be penalized by having to wait until the function is over to eat.
- 18.03 The Hotel agrees to contribute five hundred dollars (\$500.00) per year to a scholarship fund for employ-

ees of the bargaining unit or their children **who** are pursuing an education in the hospitality field beyond the secondary school level. The fund shall be administered **by** the Union. The cheque shall be issued to the successful candidate(s) by the hotel.

ARTICLE 19 — PREMIUM PAY

- 19.01 Any employees who trains will be paid a training allowance of \$0.50 per hour. This training allowance will also apply to Daly's.
- 19.02 The parties agree that the current practice of selling additional rooms to the Room Attendants will continue for the duration of the Collective Agreement.
- Selling additional rooms to Room Attendants will be allocated within the employee's regularly scheduled shift. Selling rooms will not be used to eliminate regularly scheduled shifts for employees within the department.
- 19.03 There will be a \$0.25 per hour shift premium for service express attendants who work the overnight shift (11 p.m. — 7 a.m.).
- 19.04 Public area persons (excluding nights) who are required to clean up after someone who has been sick will receive a five dollar (\$5.00) premium.
- 19.05 When employees in the Laundry who are regularly scheduled to work during day shift are required to work the overnight shift they shall be paid a fifty cent (50¢) per hour premium.
- 19.06 Employees who are qualified and are assigned to drive a vehicle requiring a D or DZ license shall be paid at the rate **of** time and one half (1-1/2) up to forty-two (42) hours per week and two and **one** half (2-1/2) afterwards. They shall receive gratuities as per the Collective Agreement.

- 19.07 Private Bar Coffee Compensation: The Hotel agrees to continue the current practice of paying one hundred thirty (\$130.00) dollars per month into the gratuity pool for the Private Bar Attendants.

ARTICLE 20 — ACTING PAY

- 20.01 If an employee is performing tasks of a classification with a higher wage rate for the majority of the shift, he/she will be paid the higher wage for all hours worked on that shift.

ARTICLE 21 — VACATION

- 21.01 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.

21.02 "Total Pay" shall mean wages received for work performed at either the straight time or time and one-half rate and holiday pay.

21.03 (a) Employees are expected to take vacation leave no later than one year after it has been earned. Any accumulation above this amount must be approved by the employee's department head. Such requests shall not be unreasonably denied.

- (b) 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. After April 15th vacation leave shall be based on the date of the request.

Any request for vacation beyond (a) above shall be by mutual agreement between the employee and management and will not be unreasonably denied.

- 21.04 Employees will not be allowed to take individual days of vacation leave in order to displace a senior employee's preferred day off.

ARTICLE 22 — HEALTH & WELFARE

- 22.01 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.
- 22.02 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) **H&W Qualifying Formula for Employees** — The Company agrees if a full-time employee's hours are reduced to below twenty-four (24) hours per week averaged over a twelve week period, the Company will continue to make Health & Welfare payments for that employee for three (3) months.
- 22.03 Sick pay benefits will commence after the third consecutive day of illness and the Company will pay four (4) days.
- 22.04 For the purpose of calculating the seven (7) day elimination period the Company will include the employee's two (2) scheduled days off.
- 22.05 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.

22.06 Employees who earn more than two (2) weeks' vacation leave per year shall be able to use vacation days when they are off work for medical reasons. Management may request that an employee provide a medical certificate authorizing the absence. Lieu days accrued as per Article 16 can be used for the same purpose under the same conditions (ie. provision of a doctor's certificate).

ARTICLE 23 — HOURS OF WORK

- 23.01 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. During **the** term of this Agreement the parties agree to discuss the implementation of flexible hours **of** work.
- 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.

23.02 The hours of work and overtime provisions for Ban-

quets staff shall be determined in accordance with the terms and conditions of the Employment Standards Act, 1974 (Ontario)

- 23.03 Each employee shall be entitled to one (1) fifteen (15) minute rest period for each half shift of four (4) hours.
- 23.04 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.
- 23.05 Breaks for Banquet Employees: When a banquet employee is requested by his/her supervisor to forego his/her break(s) he/she upon management approval, may combine the breaks at the end of their shift. In such cases the employee will not be required to stay.
- 23.06 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.
- 23.07 **Front Office**
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.

ARTICLE 24 — SCHEDULING

- 24.01 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.
- 24.02 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 24.02 (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 24.02 (a) In addition, management confirms their commitment to make **every effort** to schedule the same days off based on seniority.
- 24.03 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 to the goal of providing full-timers with a full weeks' work.
- 24.04 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 man-

agement wishes to change, has already made other plans, management must obtain the employee's agreement before a change is made.

- 24.05 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.
- 24.06 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 [8-1/2] 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.
- 24.07 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.
- 24.08 **Front Desk:** 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.
- 24.09 The Company agrees that there will be no split for Service Express Attendants.
- 24.10 Union members will not be responsible for calling other members in to work.

- 24.11 Daly's — Re: Greeters: The Company will schedule sufficient staff on the day shift to have 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.
- 24.12 The hotel will continue to rotate the server sections in Daly's Restaurant.
- 24.13 If an employees wishes to cancel a shift or exchange a shift with another employee they must obtain the permission of management.
- 24.14 For the shifts where there is a change from Daylight Saving Time to Standard Time (or vice versa) employees will normally be scheduled for an eight (8) hour shift.

ARTICLE 25 — BEREAVEMENT LEAVE

- 25.01 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, stepchildren, 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 26 — GRATUITIES

- 26.01 a) 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 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.

26.02 On any management order delivered by a Service Express Attendant, the Service Express Attendant shall be paid a gratuity equal to ten (**10**) per cent of the value of the cheque or menu price of the order.

26.03 All food service cheques (except Room Service) shall have printed, stamped or written on the cheques "Gratuity not included".

26.04 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.

26.05 The Company agrees that cashiers will not share in private bar gratuities.

26.06 Banquet Gratuity — Banquet gratuities of **fifteen (15%)** percent on food and ten (**10%**) percent on beverages will be divided, twenty-five (**25%**) percent to the Management, twelve and one half (**12-1/2%**) to the Banquet Housemen, and sixty-two and one half (**62-1/2%**)

to other Banquet staff (eg. Server, banquet bartender, beverage co-ordinator). Coat Check Attendants shall only receive a **share** of three dollars (\$3.00) per hour from the “other Banquet **staff**” share.

- 26.07 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.
- 26.08 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.
- 26.09 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.
- 26.10 Parking — Driveway Greeters and Door Attendants shall receive twenty-five (25%) of the short term parking revenues for the driveway parking spots.

ARTICLE 27 — WALK-OUTS

- 27.01 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 28 — GENERAL

- 28.01 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.
- 28.02 The Company confirms that creation of new classifications and their respective wage rates will be discussed with the union prior to implementing same.
- 28.03 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.
- 28.04 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.
- 28.05 Work of/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.

- 28.06 The parties agree that supervisors will not transport food or equipment or staff except in an emergency.
- 28.07 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.
- 28.08 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.
- 28.09 Daly’s Restaurant Employees’ Breakfast — Employees who are scheduled to work the breakfast period in Daly’s on weekends and designated holidays (with the exception of the employee’s birthday and anniversary) will be entitled to breakfast provided by the Kitchen.
- 28.10 Employees may frequent the hotel outlets and use their employee discount in accordance with the provisions of the employee handbook and as it may from time to time be amended.
- 28.11 Only staff with a valid driver’s license will be allowed to operate vehicles in the charge of the Hotel.
- 28.12 Safety deposit boxes will be allocated to Front Office Agents in accordance with seniority preference.

ARTICLE 29 — DISCIPLINE

29.01 Corrective Action:

- a) 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.
- b) 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.
- c) 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.

- 29.02
- a) 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. The employee may request that the shop steward/designate leave the meeting.
 - b) Management will limit indefinite investigation suspensions to forty-eight (**48**) hours when an employee is "suspended pending investigation". **This** period may be extended upon mutual agreement of the parties.

ARTICLE 30 — COMMAND CENTRE

- 30.01 While it is recognized that the operation of the telephone system is the primary duty, the Service Ex-

press Agents in the Command Centre may be designated other duties. These duties will be performed at their work stations.

ARTICLE 31 — CLOTHING AND EQUIPMENT

- 31.01 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.
- 31.02 Female employees involved in outside banquet catering functions will be allowed to wear black slacks of a similar make and style as male employees.
- 31.03 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.
- 31.04 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.
- 31.05 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).
- 31.06 The Company shall supply gloves and hats to employees engaged in outside banquet catering functions during the fall, winter and spring.

31.07 Lockers: The Company agrees to assign lockers, as available, to be used by part-time employees during their scheduled shifts. The use of lockers by part-time employees are subject to the same policies which apply to the utilization of lockers by full-time employees.

ARTICLE 32 — HEALTH AND SAFETY

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

ARTICLE 33 — TERMINATION OF AGREEMENT

33.01 This agreement shall continue in effect for the period commencing on the date of April 30th, 2002 and terminating on the 30th day of April, 2006.

Dated this 13th day of March, 2003.

For the Union

Luc Lacelle
Chuck Molnar
Vicor Joaquin
Merle Shepherd
George Behnam
Maggi Jollineau
Franca Allevato

For the Company

Michelle Cosh
John Jarvis
Jean Luc Barone

APPENDIX "A" — PAY SCHEDULE

Wage Rates shall be retroactive to May 1, 2002.

Department	May 1 2002	May 1 2003	May 1 2004	May 1 2005
Banquets				
Servers	\$8.62	\$8.79	\$8.97	\$9.19
Houseperson	9.55	9.74	9.94	10.18
Service Express				
Service Express Attendant	9.64	9.83	10.03	10.28
Service Express Attendant (N)	10.29	10.50	10.71	10.97
Service Express Agent	13.64	13.98	14.33	14.76
Private Bar Attendant	10.35	10.56	10.77	11.04
Daly's				
Server	8.62	8.79	8.97	9.19
Buspersion	11.49	11.72	11.95	12.25
Greeter	12.85	13.17	13.50	13.90
Landmarks				
Servers	8.62	8.79	8.97	9.19
Bartenders	10.82	11.04	11.26	11.54
Hartwells				
Servers	8.62	8.79	8.97	9.19
Buspersion	11.49	11.72	11.95	12.25
Greeter	12.85	13.17	13.50	13.90
Culinary				
Cook 1	18.68	19.15	19.63	20.21
Cook 2	16.68	17.10	17.52	18.05
Pantry Cook	12.80	13.12	13.45	13.85
Butcher	19.52	20.08	20.50	21.12
stewards				
Steward	12.34	12.65	12.96	13.35
Silver Cleaner	12.50	12.81	13.13	13.53
Potwasher	12.94	13.26	13.60	14.00
Night Cleaner	13.13	13.46	13.79	14.21
Steward Runner	12.64	12.96	13.28	13.68
Banquet Steward	13.50	13.84	14.18	14.61

Department	May1 2002	May1 2003	May1 2004	May1 2005
Beverage				
Bartender	10.50	10.71	10.92	11.20
Service Bartender	10.82	11.04	11.26	11.54
Barporter	11.54	11.83	12.12	12.48
Beverage Coordinator	12.98	13.24	13.50	13.84
Guest Services				
Door Attendant	8.62	8.79	8.97	9.19
Driveway				
Greeter	10.54	10.71	10.92	11.20
Housekeeping				
Houseperson	12.43	12.74	13.06	13.45
Night Cleaner	13.13	13.46	13.79	14.21
Room Attendant	12.62	12.94	13.26	13.66
Linen Room Attndt	12.79	13.11	13.44	13.84
Seamstress	13.45	13.79	14.13	14.55
Laundry				
L/V Attendant	12.45	12.76	13.08	13.47
Lead Laundry Attendant	13.57	13.91	14.26	14.68
Valet				
Attendant	12.45	12.76	13.08	13.47
Health Club				
Health Club Attendant	11.93	12.23	12.53	12.91
Storeroom				
Clerk	12.64	12.96	13.28	13.68
Runner	12.41	12.72	13.04	13.43
Receiver	13.67	14.01	14.37	14.80
Engineering				
Carpenter	20.23	20.74	21.25	21.89
Electrician	23.07	23.65	24.24	24.97
Maintenance 1	18.49	18.95	19.42	20.00
Maintenance 2	17.16	17.59	18.03	18.57
Maintenance 3	14.78	15.15	15.53	15.99
Front Office				
Guest Service Supvr	14.54	14.90	15.28	15.73
Front Desk Agent	13.64	13.98	14.33	14.76

APPENDIX “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.

APPENDIX “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. The following Articles apply to Part-Time employees:
See attached Annex 1
- 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 25 provided the employee was scheduled to work.

Annex 1 to Appendix “C”

The following clauses in the Collective Agreement apply to Part-Time Employees.

Article 1	All clauses
Article 2	All clauses
Article 3	All clauses
Article 4	All clauses
Article 5	All clauses
Article 6	All clauses
Article 7	All clauses
Article 8	All clauses
Article 9	All clauses
Article 10	All clauses
Article 11	Clauses 01 to 06 inclusive Clauses 08 and 09
Article 12	All clauses
Article 13	Clauses 01 to 03 inclusive Clause 05
Article 14	Clauses 01 to 04 inclusive
Article 15	All clauses
Article 16	Clause 06
Article 17	All clauses
Article 18	Clause 02 and 04
Article 19	All clauses
Article 20	All clauses
Article 22	Clause 05

Article 23	Clauses 01 to 05 inclusive Clause 07
Article 24	Clauses 04 to 08 inclusive Clauses 10 and 11
Article 25	All clauses
Article 26	All clauses
Article 27	All clauses
Article 28	Clauses 01 to 09 Clause 11
Article 29	All clauses
Article 30	All clauses
Article 31	All clauses
Article 32	All clauses
Article 33	All clauses
Schedule A	Applies to Part Time Employees
Schedule B	Applies to Part Time Employees
Schedule C	Applies to Part Time Employees
Schedule D	Applies to Part Time Employees
Schedule H	Applies to Part Time
Schedule I	Applies to Part Time
Schedule J	Applies to Part Time
Schedule K	Applies to Part Time (but excludes employees working in Banquets)
Schedule L	Applies to Part Time

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. 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.

**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:

Andrew Fuller

Steven Guttaduria

Hieng Souksaly

Leona Archambault

Tennyson Grant

John Ching-Yin Ho

APPENDIX “F” — GREEN CIRCLING

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.

Joseph Dapone

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.]

APPENDIX "H" — ORIENTATION

April 16, 1999

Luc Lacelle

Union Representative

United Food and Commercial Workers' Union, Local 175

20 Hamilton Avenue North

Ottawa, Ontario K1Y 1B6

Dear Mr. Lacelle:

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,

Michelle Cosh

Director of Human Resources

cc. John Jarvis, General Manager

APPENDIX “T” — CONTRACTING OUT

Luc Lacelle
Union Representative
United Food and Commercial Workers’ Union, Local 175
20 Hamilton Avenue North
Ottawa, Ontario K1Y 1B6

Dear Mr. Lacelle:

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,

Michelle Cosh
Director of Human Resources

**APPENDIX “J” —
COLLECTIVE AGREEMENT REORGANIZATION**

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 re-organize the collective Agreement.

APPENDIX “K” — SCHEDULING PRACTICES

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 have their preferred days off of Saturday and Sunday guaranteed. Should these employees be requested to work on one of their days off, they will receive overtime payment for all hours in excess of forty-two (42) hours.

Servers: George Benham, Anne Breton,
Richard Cyr, Roy Meanwell

Housepersons: Razvan Sabo, Brad Rose

**APPENDIX “L” —
OVERTIME FOR BANQUET EMPLOYEES**

Notwithstanding the provisions of Article 23.02, Banquet Staff will be paid overtime after 42 hours work in a week.

LETTER OF UNDERSTANDING

Between

The Westin Ottawa

And

**United Food and Commercial Workers' Union,
Local 175**

The parties agree that the following employees (Shawn Thero, George Benham, Razvan Sabo, Brad Rose, Thomas Powell, Richard Cyr) will continue to combine their breaks at the end of the shift for a period of ~~three~~ (3) months from the date of ratification (June 14, 2002). After this period of time, the provisions of Article 23.05 will apply.

LETTER OF UNDERSTANDING

Between

The Westin Ottawa

And

United Food and Commercial Workers' Union,
Local 175

The parties agree that they are equally committed to providing a comprehensive benefit program for the bargaining unit employees of the Westin Ottawa.

In an effort to provide improved benefits in a cost effective manner the parties agree to modify Schedule "B" as follows:

- April 1, 2004 employees will be enrolled in the Starwood benefit program in place at the time in accordance with the terms of the plan.
- Should the Union be in a position to provide an equal or better benefit program the Employer is willing to contribute up to an additional thirty dollars (\$30.00) per month per full-time employee effective May 1, 2004. This increase contribution will be based on the Union providing clear financial data that support the additional funding requirements.

The parties further agree that if the benefits program does not require the full thirty dollars (\$30.00), the Employer agrees to contribute to a maximum of ten cents (10¢) per hour to the pension plan effective May 1, 2004.

- The Union is required to notify the Company by November 1, 2003 of their intentions.

This Letter of Understanding expires at the end of this Collective Agreement and may only be renewed by agreement of the parties.

Ontario UFCW Health & Welfare Plan

**A Guide to your UFCW
Health and Welfare Benefits**

(Group Policy #G75404)

Underwritten by:
Reliable Life Insurance Company
Future Focus Health Systems Ltd.

July 2001

MANY FACES ONE VOICE

The United Food and Commercial Workers International Union ("UFCW") is one of North America's largest and most respected representatives of working men and women. There are more than 1.6 million UFCW members. One in eight are Canadian workers, like yourself.

The UFCW's roots go back more than 100 years, when workers in the retail industry first began to organize to get better treatment on the job. Over the years, they were joined by workers from many other industries. Today, the UFCW represents people in many different sectors of the economy:

- Manufacturing
- Agriculture
- Clothing & Textiles
- Insurance
- Laundries
- Retail Foods
- Food Processing
- Hotels & Restaurants
- Health Care
- Education

Just as a country is made up of many cities and towns, the UFCW is made up of many Local Unions. Each Local Union has its own officers and staff and is responsible for its own negotiations, grievances, organizing and membership services. The Canadian and International offices of the UFCW, on the other hand, give the locals leadership and support, as well as services that are best provided centrally, such as research, communications, government relations and a strike fund, should it ever be needed,

The UFCW is a democratic union, which means, among other things, that the members elect their Local officers and vote on whether to accept a collective agreement with their employer.

Never forget: Just as you need your Union, your Union needs you. As those workers 100 years ago knew, if we stick together and support one another, each of us will be stronger, more secure, and have a better life.

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ELIGIBILITY

ARE YOU ELIGIBLE FOR THESE BENEFITS? ARE YOU COVERED?

To receive the benefits that are explained in this booklet, you must be:

- A member of the UFCW
- AND*
- A full-time employee of a company that contributes to the Ontario UFCW Health and Welfare Plan.

HOW ABOUT YOUR FAMILY?

If you are eligible for benefits, so are all the members of your immediate family. This means your spouse (husband or wife) and your dependent children (living at home) who are 19 years of age or younger (21 in the case of full-time students or disabled children). No other family members are covered.

In the case of common law and unigender (“same sex”) relationships, you must have lived with your partner for at least 12 months before he or she can be covered (proof must be provided). For more information, please contact the Administrator’s Office.

ALL employees MUST fill out a Registration Card. This card lists your eligible family members and your insurance beneficiary. If you have not already filled out this card, you should get one from the personnel office where you work or the Administrator.

Exception: Only you are covered by the following benefits: Short Term Disability (Sick Pay), Life Insurance and Accidental Death & Dismemberment. Your spouse and children are not covered by these benefits.

ELIGIBILITY (Cont'd)

WHAT IF YOUR SPOUSE IS ALSO COVERED BY THE ONTARIO UFCW HEALTH AND WELFARE PLAN?

If your spouse is also covered by the Ontario UFCW Health and Welfare Plan and you have no dependent children, each of you must have Single Coverage. If you have dependents, one Member must take Single Coverage and the other Member must take Family Coverage.

WHAT IF YOUR SPOUSE IS COVERED BY ANOTHER PLAN?

If your spouse is covered by a separate insurance plan, he or she must claim from their own plan first.

Please Note: If your dental plan through Future Focus Health Systems requires that you visit specific dental office's, also known as Managed Dental Plan, the above rules regarding coordination of benefits may not apply. Contact Future Focus Health Systems for details (see Page 19).

WHAT ABOUT THE CHILDREN? WHICH PLAN COVERS THEM?

In this case, the plan of the spouse with the earliest birthday in the year covers the children. For example, if your birthday is March 29 and your spouse's birthday is October 1, your children are covered by your plan. Any excess charge not covered by your plan may usually be claimed from your spouse's plan.

Please Note: These rules may not apply to your dental plan if you are participating in the Managed Dental Plan (specific dental locations). Contact Future Focus Health Systems for details (see Page 19).

ARE YOU A NEW EMPLOYEE?

If you are a new employee, you are not covered for benefits on the first day you begin working for your employer. Benefits begin on the first day of the month following the month for which your employer pays contributions to the benefit plan. You should check to see if you are eligible before you make a claim. You can do this by calling the Administrator's Office at the phone number listed on the Benefits Summary Insert included with this booklet.

New employees MUST fill out a Registration Card. This card lists your eligible family members and your insurance beneficiary. If you have not already filled out this card, you should get one from the personnel office where you work or the Administrator.

SHORT TERM DISABILITY (SICK PAY)

If you are disabled and cannot work because of sickness or injury, you may be eligible for Short Term Disability benefits. Please read the following instructions carefully, to make sure your claim is properly made and you get all the benefits to which you are entitled.

THE THREE TYPES OF WEEKLY INDEMNITY COVERAGE:

- *HOSPITALIZATION*

If you are admitted to a hospital because of an injury or sickness, your Short Term Disability benefits begin from the first day you are hospitalized.

- *ACCIDENTS*

If you have an accident but you are not hospitalized (for example: a fall in which you break your arm), your Short Term Disability benefits begin from the day you first get medical attention for the injury.

- *SICKNESS*

If you become sick and cannot work, but you are not hospitalized (for example, you get the flu), your Short Term Disability benefits begin on the eighth (8th) day after you first see your doctor. In other words, there is a waiting period of one week for benefits in case of sickness.

WILL YOU BE OFF WORK LONGER THAN TWO WEEKS?

If your doctor thinks you are going to be off work longer than two weeks (fourteen consecutive days), you must also make a claim for government **Employment Insurance Sick Benefits**. Why? Because your Short Term Disability

plan covers the first two weeks of a long disability. The next 15 weeks are covered by Employment Insurance (a program of the Government of Canada). If you still cannot work after 17 weeks, your Short Term Disability plan may pay up to 13 weeks longer.

THREE PHASES OF SICK PAY COVERAGE

Weeks 1 - 2 UFCW Benefit Plan	Weeks 3 - 17 Employment Insurance Sickness Benefits	Weeks 18 - 30 UFCW Benefit Plan
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How do you apply for Employment Insurance Sick Benefits? See Page 8.

HOW TO APPLY FOR SHORT TERM DISABILITY BENEFITS

To receive Short Term Disability benefits you must send both of the following forms to the Ontario UFCW Health and Welfare Plan, in care of the Administrator's Office:

1. Employee's Statement. Your employer must also complete part of this form.
2. Attending Physician's Statement. Take this form to your doctor. (Payment of any charges incurred for completing this form is your responsibility.)

You get these forms from the Personnel Department where you work or from the Administrator's Office. If you cannot get these forms yourself because of your disability, you can have a family member get them for you, or they can be mailed to you from the Administrator's Office.

The above forms must be filled out completely before you send them to the Administrator's Office. You must send them within 90 days of when your disability begins.

HOW MUCH IS YOUR SHORT TERM DISABILITY BENEFIT?

To find out the amount of your Short Term Disability benefit, **see the Benefits Summary Insert in the pocket of this booklet.**

IMPORTANT: Short Term Disability does not cover sickness or injuries that were caused by your work. These are covered by the Workplace Safety & Insurance Board (“WSIB”), a government run insurance plan for Ontario employees. If you are injured **on** the job or become ill because **of** your job, report this to your employer immediately. Then seek medical attention from your doctor, a clinic or hospital. Make sure you tell your doctor that your injury or illness happened on the job.

Also not covered are self-inflicted injuries, or injuries caused in certain highly unusual circumstances, such **as** war. There may be other restrictions **as** contained in the policy. For example, absences from work due to elective surgery will not be considered a disability.

HOW TO APPLY FOR EMPLOYMENT INSURANCE SICK BENEFITS

Employment Insurance (E.I.) is a program of the Government of Canada. It used to be called Unemployment Insurance (U.I.), and most people still call it that.

It's true that most claims for E.I. benefits are from people who are out of work because they have been laid off. But E.I. benefits are also available (for a maximum of 15 weeks) to people who cannot work because of sickness or injury.

Not everyone is entitled to E.I. sick benefits. You must work a certain number of hours during a 52 week period before your claim is considered.

Follow these steps to apply for Employment Insurance Sickness Benefits:

1. Get an application for E.I. Sickness Benefits from your nearest Human Resources Center of Canada. Look in the Blue Pages of your telephone book under Government of Canada – Human Resources.
2. Get a Record of Employment from your employer (Personnel Office). This document tells Employment Insurance how much money you have earned.
3. Have your doctor give a medical certificate that says you are unable to work and how long you are expected to be off. (you will need this doctor's certificate in addition to the one you need for your Short Term Disability benefits.)

Complete the application for E.I. Sickness Benefits and send it (or take it) to the Human Resources Centre.

If you are too sick to do all of this yourself, you can have a friend or relative help.

IMPORTANT: If you have any problems with your E.I. Sickness Benefits: you must contact your Employment Insurance office. Because of privacy regulations, neither the Union, the Administrator, or Reliable Life can do this for you.

EMPLOYMENT INSURANCE SICK BENEFITS

HOW MUCH IS YOUR EMPLOYMENT INSURANCE SICKNESS BENEFIT?

For most people, Employment Insurance benefits are 55% of their average weekly earnings during the 26 weeks before their claim. There is a maximum weekly benefit. This maximum changes from time to time.

The government calculates your weekly sickness benefit from your earnings information provided by your employer. This information is written on your Record of Employment, which you submit along with your claim for E.I. benefits.

NEED MORE INFORMATION ABOUT EMPLOYMENT INSURANCE?

For complete information on all Employment Insurance programs (including parental benefits for new mothers and fathers), visit your closest Government of Canada Employment Centre. You can find the address in the Blue Pages of your telephone book. Look under Government of Canada – Human Resources Development – Employment Insurance.

WILL YOU BE OFF WORK LONGER THAN 17 WEEKS?

What if your doctor says you cannot return to work after 17 weeks? What happens then?

You were paid Short Term Disability benefits during the first two weeks and E.I. Sick Benefits for the next 15 weeks. At this point your Short Term Disability benefits may be restored, for a maximum of 13 more weeks.

Your Short Term Disability benefits will not be restored automatically! For this to happen you must send to the

Ontario UFCW Health and Welfare Plan, in care of the Administrator's Office, the following forms.

1. A second Employee's Statement, which your employer must also complete. This is the same form that you completed when you first applied for Short Term Disability benefits (see page 6).
2. **An Attending Physician's Statement Of Continuing Disability** which your doctor must complete. This is a different doctor's report than the one you submitted when you first applied for benefits. It is shorter and takes less time for your doctor to complete.
3. Your last cheque from Employment Insurance that says: Final Payment.

OR

- A letter from your local E.I. office which states the date you began collecting E.I. sick benefits and when you stopped

AND

- That you have collected your 15 weeks of benefits, if applicable.

PRESCRIPTION DRUGS

If your doctor writes you a prescription for a medication that must be filled by a pharmacist, chances are it's covered by the Ontario UFCW Health and Welfare Plan. "Over the counter" medications (cough syrup, aspirin, etc.) that you can buy without a prescription are not covered, even if your doctor advises you to take them. Also not covered are nicotine patches or gums, fertility drugs and some preventive vaccines.

1. You must have your prescription filled at a pharmacy that accepts the UFCW Assurecard™ that was given to you when you became eligible for benefits. Nearly all pharmacy chain stores in Ontario accept the AssureCard™. So do many independent pharmacies. Check with your pharmacy before you have your prescription filled.
2. There are **two** parts to the cost of prescription drugs:
 - the cost of the drug itself; and,
 - the pharmacist's fee for filling the prescription (the dispensing fee).
3. In most cases, your prescription drug benefit plan covers only part of the dispensing fee. You must pay the balance at the time you get your prescription filled. The pharmacist is free to charge any dispensing fee, but most post this cost where customers can see it.
4. If your pharmacist charges more than the dispensing fee allowance of the benefit plan, you are responsible for the difference between what the plan pays and what the pharmacist charges. For example, if the pharmacist's dispensing fee is \$6 and

the plan pays \$3 towards this fee, you are responsible for the remaining \$3 charge.

5. You are also responsible for any difference between the cost of the drug itself and what the plan will pay. For example, if the plan pays 90% of the cost of the prescribed drug or medication, you are responsible for the remaining 10%.

To find out how much your health care benefit plan pays towards your prescription drugs, **see the Benefits Summary Insert in the pocket of this booklet.**

Bring your AssureCard™ with you when getting your prescription filled. If you lose it, call the Administrator's Office right away

VISION CARE

If you need corrective lenses to have normal vision, the Ontario UFCW Health and Welfare Plan will help with this cost.

You can make a claim for one pair of eyeglasses, up to the Maximum Allowance for each member of your immediate family who needs glasses and has had them prescribed by an eye doctor (Optometrist).

If you wish, this Maximum Allowance can be applied to the purchase of contact lenses instead of eyeglasses.

This Allowance cannot be claimed more than once every 24 months (2 years) for the same person. This 24 month period begins on the date of purchase on your last claim for this benefit. For example: if you purchased glasses on June 30th in one year, you cannot purchase glasses for which you make another claim until July 1st, two years later.

For the Maximum Allowance that applies to you, **see the Benefits Summary Insert in the pocket of this booklet.**

See Page 20 for instructions on how to make a claim for Vision Care.

HEALTH CARE SERVICES AND RELATED PRODUCTS

SEMI-PRIVATE HOSPITAL ROOM BENEFIT

If you or any member of your family is admitted to the hospital, you can claim for the extra cost of a semi-private room from the Ontario UFCW Health and Welfare Plan. The Plan will pay up to the current maximum benefit when you send in a completed claim form AND the semi-private expense form you receive from the hospital at the time you are discharged.

CHIROPRACTOR, OSTEOPATH, NATUROPATH, PHYSIOTHERAPIST, PODIATRIST, SPEECH THERAPIST, LICENSED PSYCHOLOGIST

The services of some of these health care professionals may be covered in part by OHIP (Ontario's Medicare Plan). Normally, there is a yearly maximum that OHIP will pay for their services. After you have reached that maximum, you can make a claim to the Ontario UFCW Health and Welfare Plan.

Please Note: In the case of chiropractors, you do not have to wait until your OHIP coverage ends in order to make a claim. The plan will usually pay the difference between what OHIP pays and the chiropractor's fees.

There is a maximum amount per year you can claim from the Ontario UFCW Health and Welfare Plan for any of these health care professionals. This maximum applies to each of these professionals. For example, you could claim up to the maximum benefit for a chiropractor and a podiatrist, etc. You must get an itemized statement of your diagnosis and visits to include with your claim.

HEALTH CARE SERVICES AND RELATED PRODUCTS (Cont'd)

HEARING AIDS

You can claim up to the maximum benefit for the cost, installation or repair of a hearing aid or related device. It must have been recommended by a licensed hearing specialist (otolaryngologist). Include the receipt with your claim.

ORTHOTICS AND RELATED PRODUCTS

You can make a claim, up to the maximum benefit, for the cost of purchasing orthopedic shoes or orthotics, lifts, wedges, flares or similar shoe modifications. Along with your claim you must submit a written recommendation from the prescribing physician, including diagnosis. Don't forget to include your receipt and a claim form with this letter.

ADDITIONAL HEALTH CARE SERVICES AND PRODUCTS

The following expenses, up to a maximum, are covered by the Ontario UFCW Health and Welfare Plan, but only if they are not covered by OHIP.

- Nursing services performed by a Registered Graduate Nurse
- Professional Ambulance Services
- X-ray, Radium and Radiation Therapy treatment
- Oxygen and its administration
- Blood and Blood Transfusions

- Splints, Trusses, Braces, Crutches
- Surgical Stockings. Up to two (2) pairs per year (does not cover support hose).

To find out the current maximum benefit for the above products or services, **see the Benefits Summary Insert.**

See page 20 for instructions on how to make a claim for these Health Care Services and Related Products.

GROUP LIFE INSURANCE

Your life is insured under the Ontario UFCW Health Care Benefits Plan. In the event of death, the Principal Sum will be paid to your named beneficiary. If you have not named a beneficiary, the Principal Sum will be paid to the executor of your estate.

See the Benefits Summary Insert to find out the Principal Sum that applies to you.

ACCIDENTAL DEATH

If you die as a result of an accident, your named beneficiary will be paid double the Principal Sum. Again, if you have not named a beneficiary, the Principal Sum will be paid to the executor of your estate.

LOSS OF LIMBS OR SIGHT (DISMEMBERMENT)

If you have an accident in which you do not die but you have suffered the loss of any of your limbs or sight, you will be paid the following lump sum benefit:

If You Lose ...	You Will Be Paid ...
Both Hands	Principal Sum
Both Feet	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and Sight Of One Eye	Principal Sum
Sight of Both Eyes	Principal Sum
One Hand	X Principal Sum
One Foot	½ Principal Sum
Sight of One Eye	½ Principal Sum

DENTAL INSURANCE

The details of what services are covered by your dental insurance plan can be found on the Dental Benefits insert in the pocket of this booklet. If this insert is missing, contact the Personnel Office where you work or the Administrator's Office.

Here is some general information on dental insurance:

- Make sure your dentist understands your coverage, so that he or she can explain when a procedure is not covered. Show your dentist the Dental Benefits insert included with this booklet.
- Your spouse and dependent children are covered. If your dependent child is a full-time student living at home (or is disabled), his or her coverage may be extended. Check the Dental Benefits insert for details.
- If your spouse is also covered by a dental insurance plan at work, please call Future Focus prior to going to your dentist to confirm your ability to co-ordinate benefits. Restrictions may apply if you are participating in the Managed Dental Plan through Future Focus Health Systems. Contact Future Focus for details.
- If your plan requires you to submit a claim form for dental expenses, be sure the dentist fills out and signs their part of the form. Other restrictions may apply if you are participating in the Managed Dental Plan through Future Focus Health Systems.

All claims for dental care are to be submitted to Future Focus Health Systems at the following address.

1240 Bay Street, Suite 806

Toronto, ON, M5R 2A7

Telephone: (416) 929-9456 ** Toll Free 1-800-668-9967

Fax: (416) 929-0791

IMPORTANT: Dental claim forms that are not filled out completely will be returned to you, causing a delay in payment.

HOW TO MAKE A CLAIM

Read these instructions before you make a benefit claim.
Vision Care And Health Care Services & Related Products

1. Fill out the Reliable Life Supplementary Medical Benefits Claim Form completely. This form has three parts. You must fill out Part 1 and Part 2.

IMPORTANT: Claim *forms* that are not **filled** out completely will be returned to you, causing delay in payment. You must **also** submit your claim within **90 days** from when you incurred the expense for which you **are** claiming, and in no event longer **than** one year.

2. Include all ORIGINAL receipts for the health care expenses you are claiming. (It is a good idea to make copies of your receipts and claim forms before you submit them.)
3. Send the Claim Form and receipts to the Ontario UFCW Health & Welfare Plan, in care of the Administrator's Office. The address is on the form and on the Benefits Summary Insert.
4. In most cases, your claim will be processed and a cheque mailed to you within 2 – 3 weeks of when your claim is received. If your claim is not paid within four weeks of when you mailed it, you can call the Administrator's Office to make an enquiry.

Please Note: You cannot make a claim for any expense covered by WSIB, OHIP, another insurance company or any other third party. Nor can you claim health care expenses resulting from alcoholism or drug addiction unless you are confined to a hospital for treatment.

Short Term Disability

To make a claim for Short Term Disability benefits, see page 6.

ONTARIO UFCW HEALTH AND WELFARE PLAN DENTAL CARE BENEFITS

This card explains the features and benefits of your Dental Care Plan.
You should show it to your Dentist so that he or she understands your coverage.

Westin Hotel (Ottawa)

Who is covered by this Plan?

If you are a full-time employee, this Plan covers:

- x You
- x Your spouse
- x Your dependent, unmarried children who are 21 years of age or younger. (In the case of dependent children who are full-time students, they can be 25 or younger.)

NOTE: *If your spouse also has a dental plan through their job, they can only claim from their own plan, not yours.*

What is covered?

Your coverage is based on the current Ontario Dental Association schedule of fees.

The following services are covered at 100%

1. Diagnostic services, such as "check-ups" and x-rays.
2. Preventive services, such as teeth cleaning and instruction on the care of your teeth.
3. Restorative services, such as fillings.

The following services are covered at 50%

4. Endodontic services, such as root canal surgery
5. Periodontic services, such as treatment for gum diseases
6. Prosthodontic services, such as space maintainers.
7. Surgical services, such as tooth removal and drainage of abscess

Are there any deductibles or maximums on these benefits?

There are no deductibles, but there is a yearly maximum of \$2000 you can claim from the Plan.

How do I make a claim?

Obtain a dental insurance form when you visit your dentist. Your dentist must fill out one part of this form to indicate the work done. You must complete the rest of the form.

Mail the completed form to:

Ontario UFCW Health & Welfare Plan
61 International Blvd., Suite 110
Rexdale, Ont.
M9W 6K4

1-888-859-9995

ONTARIO UFCW HEALTH AND WELFARE PLAN

WESTIN HOTEL OTTAWA

HOTEL (PLAN 2)

Please keep this card. It's important. It summarizes your health care benefits. To understand all the terms and conditions of your benefits, you must read the booklet that comes with this card. If you do not have a booklet, ask your Union Steward or the personnel office. Dental benefits are summarized on a separate card.

- | | | |
|----|---|--|
| 1 | Weekly Indemnity | 55% of weekly wages (based on 40 hours) to a maximum of \$350 per week. <i>See booklet for complete details.</i> |
| 2 | Prescription Drugs | 90% of cost of drugs plus \$3 dispensing fee. <i>Pharmacist may charge higher dispensing fee. See booklet for complete details.</i> |
| 3 | Group Life Insurance | \$13,000 |
| 4 | Accidental Death & Dismemberment | \$13,000 for accidental death, in addition to Group Life insurance benefit. For dismemberment (loss of limbs or sight), Principal Sum is \$13,000 . See <i>booklet</i> . |
| 5 | Vision Care:
(Eye examinations not covered by Quebec Plan will be covered once per year at 80% to a maximum of \$45.00 per exam) | \$150 maximum every 24 months from last date of purchase. <i>See booklet.</i> |
| 6 | Semi-Private Hospital Room | \$175 per day maximum |
| 7 | Ambulance Services, Nursing services, X-Ray and Radiation Therapy, Oxygen and its administration, Blood and Blood Transfusions, Casts, Splints, Trusses, Braces, Crutches, Surgical Stockings (maximum 2 pairs/yr.) | 80% of actual cost

Nursing services have a maximum of \$5,000/yr. |
| *8 | Orthopedic Shoes/Orthotics
* Member only
Must be customed made from a cast of the feet | 80% of cost to a maximum of \$400 per year
<u>(A NOTE FROM FAMILY PHYSICIAN WITH DIAGNOSIS IS REQUIRED)</u> |
| 9 | Hearing Aids | 80% of cost to a maximum of \$400 in 4 years from last date of purchase |
| 10 | Chiropractor, Podiatrist, Osteopath, Naturopath, Physiotherapist, Speech Therapist, Licensed Psychologist | 80% of cost to a maximum of \$250 per year, per practitioner. |

*Charges for artificial limbs (once per lifetime during course of employment) and diabetic supplies are also covered.

PLEASE MAIL FULLY COMPLETED CLAIM FORM WITH ORIGINAL **PAID RECEIPT(S)/DOCUMENTATION TO:**

Suite 110-61 International Blvd., Rexdale, Ontario M9W 6K4
Phone (416) 674-6508 Fax (416) 674-1525
1-888-859-9995

PROCESSING OF YOUR CLAIM WILL NORMALLY TAKE 3-4 WEEKS FROM WHEN IT IS RECEIVED

IMPORTANT NOTICE

This booklet outlines the benefits available to eligible members and their families under the Ontario UFCW Health and Welfare Plan. Every attempt has been made to ensure that the information provided here is accurate, but this is not a legal document. The Plan is administered in accordance with the Master Policy currently in force with the Insurer. Because space is limited, some parts of the Master Policy that only rarely apply to some claimants have not been included in this booklet. If you have any questions concerning the Master Policy, you can call the Administrator's Office.

POSSESSION OF THIS BOOKLET DOES NOT GUARANTEE YOUR ELIGIBILITY FOR BENEFITS. YOUR ELIGIBILITY WILL COMMENCE IN ACCORDANCE WITH THE TERMS OF THE PLAN. PLEASE CONTACT THE ADMINISTRATOR'S OFFICE IF YOU HAVE QUESTIONS.



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