



COLLECTIVE AGREEMENT
between **DEC 30 2010**

THE WESTIN HOTEL, OTTAWA
(The "Company")

and

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**
(The "Union")

EFFECTIVE:
June 15th, 2009 to June 14th, 2014

10993 (05)

Name

Address

Phone

Member ID

Work Address

Work Phone

Union Steward

Phone

**United Food & Commercial Workers
Locals 175 & 633**

2200 Argentia Road
Mississauga, ON L5N 2K7

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UPDATED MAY 200

Letter from the President Local 175 UFCW Canada



Sisters and Brothers:

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

I hope you 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 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 Union's achievements. We have proven many times that an employer can treat workers fairly and still run its 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 Workplace Safety & Insurance Board (WSIB). 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 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 Local 175 or 633 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 advanced 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 staff who are here 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. You put the 'U' in your Union.

In Solidarity,

Shawn Haggerty
President
Local 175 UFCW Canada

OFFICERS



Shawn Haggerty
President



Teresa Magee
Secretary-Treasurer



Betty Pardy
Recorder



Ray Bromley
Executive Assistant



Jim Hastings
Executive Assistant



Harry Sutton
Executive Assistant

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 more than 50,000 members across Ontario, of whom approximately 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 Communications Representatives. 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

You are one of more than 240,000 members in Canada and 11A-million 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, which is mirrored in the makeup of Locals 175 & 633.

LOCALS 175 & 633 UFCW CANADA

Your local union, with more than 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-round service of any union in the country.

LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

President

Shawn Haggerty, Hamilton

Secretary-Treasurer

Teresa Magee, Vaughan

Recorder

Betty Pardy, London

Vice-presidents

Rick Alagierski, Mississauga

Bryan Braithwaite, Chatham

Barbara Carr, Thunder Bay

Colleen Cox, Whitby

Bruce Dosman, Hanover

Virginia Haggith, Oakland

Cheryl Henry, Thunder Bay

Jim Hough, Burlington

Lynn Jillings, Cobourg

Lee Johnson-Koehn, Hamilton

Tim Kelly, Stratford

Carolyn Levesque, Windsor

Lionel MacEachern, Hamilton

Frank Menezes, Brampton

Scott Molnar, Nepean

James Montgomery, Welland

Tony Morello, Angus *

Brian Ogilvie, St. Catharines

Jean Patenaude, Cornwall

Joe Pereira, Orangeville

Toni Pettitt, Hawkestone

Marc Prail, Harrow

Sandra Proulx, Gloucester

Fitzroy Reid, Toronto

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Louise Summers, Cornwall

Harry Sutton, Burlington

Karen Vaughan, Picton

Chris Watson, Arthur

Kimberley White, Thunder Bay

LOCAL 633 EXECUTIVE BOARD:

President

Dan Bondy, Amherstburg

Secretary-Treasurer

Marylou Mallett, Arthur

Recorder

Neil Hotchkiss, Amherstburg

Vice-Presidents

Brian Kozlowski, Thunder Bay

Tony Nigro, Brampton

Brad Wigle, Tecumseth

What You Get For Your Union Dues

- Higher than average wages and benefits. According to 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 fight for your rights. 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 Locals 175 & 633 UFCW Canada members, and their children, who are pursuing a post-secondary education. For more information please contact the Locals 175 & 633 Training Centre at 905-821-8329 or 1-800-565-8329, or visit 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 the most advanced and accessible Membership Training & Education program in Canada. Members can choose from a variety of free educational opportunities including: computer training delivered from our training centres or over the Internet; english as a second language (ESL); skills upgrading or Ontario Secondary School Diploma credits delivered in conjunction with local school boards; and courses such as CPR and First Aid. Call the Training Centre or visit our Web site for current offerings.

We are also committed to ensuring our stewards are equipped with the knowledge they need to face their employers and offer an extensive list of courses, from introductory to advanced, including stewardship, collective bargaining, union organizing and health & safety.

We were the first Union in Canada to use Mobile Computer Training Labs to bring computer courses to our members in their own local communities. These labs complement *our* Training & Education Centres in Mississauga and Hamilton.

In addition, every year the Locals offer fully-paid stewards' and members' scholarship programs, conducted at the Locals' Training & Education Centre in Mississauga. Many 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" to ensure that stewards are well-informed and educated to be representatives of our Union in their workplaces. Nine hours of hands-on computer training is included. Another group of members' scholarships are awarded for an introductory weeklong computer training course.

We are a Union that is highly committed to making education and advancement a reality for our members.

WORKPLACE SAFETY AND INSURANCE ACT (**WSIA**)
Formerly WORKERS COMPENSATION ACT

The Workplace Safety and Insurance Act (WSIA), formerly Workers Compensation Act, is an insurance program to protect workers from health-care costs and loss of income due to job-related disabilities. Here are answers to some 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. Use Form 6 - Employee's Report of Injury.

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. The employer must supply a copy of the Form 7, along with any and all amendments, to the employee.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3).. A person receiving benefits under the insurance 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 to 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 to 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. D U N TO CO-OPERATE IN RETURN TO WORK?

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

- (a) contacting the worker as soon as possible after the in-

- jury 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.

WORKER'S 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. A Board mediator may be assigned to mediate the dispute.

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 tiling 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 benefits department that will answer any questions you may have in regard to tiling or appealing a WSIB 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 been without work and without pay for at least seven consecutive days;
- 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, which is based on the unemployment rate in your region. 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 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.

INDEX

Article	Page
1 Purpose.....	1
2 Recognition and Scope.....	1
3 Rights and Functions of Management	1
4 Relationship.....	3
5 Check-Off of Union Dues.....	4
6 Representation.....	6
7 Strikes or Lockouts.....	9
8 Discipline.....	9
9 Grievance Procedures.....	10
10 Discharge Cases.....	13
11 Arbitration.....	14
12 Seniority	15
13 Promotions and Transfers.....	19
14 Leave of Absence.....	20
15 Reporting for Work.....	21
16 Hours of Work	22
17 Scheduling	23
18 Holidays.....	25
19 Wages	27
20 Pension Plan.....	27
21 Premium Pay.....	28
22 Acting Pay.....	29
23 Vacation	29
24 Health & Welfare	31
25 Bereavement Leave.....	33
26 Driveway.....	33

INDEX (continued)

Article	Page
27 Housekeeping.....	34
28 Front Desk.....	35
29 Culinary/Storeroom.....	36
30 Daly's/Landmarks.....	36
31 Banquets.....	38
32 Service Express.....	41
33 Maintenance.....	43
34 General.....	43
35 Health and Safety.....	46
36 Termination of Agreement.....	46
Appendix " A – Pay Schedule.....	48
Letter of Agreement– re: Commitments.....	50
Letter of Intent– re: Alternate Work Week Pilot.....	54
Letter of Agreement– re: Contracting Out.....	56

REGIONAL OFFICE:

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

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

20

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 and recall, 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.
- c) **All** union notices will be posted on bulletin boards which will be located beside the elevators on the following floors: basement,

1, 3 and 4. The union agrees that notices will not be posted on such boards without the prior consent of management (General Manager or Director of Human Resources). Consent will not be unreasonably withheld.

- d) The Company will make available for the use of the union, a bulletin board for each department whereon the union may post such notices as it desires to bring to the attention of employees, provided, however, that no such notice may be posted until it has been signed by an officer of the union and by either the Hotel General Manager or the Director of Human Resources.
- e) The Company agrees to provide a Union office, 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 (½) 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. The remittance statement shall be documented by location containing a dues and initiation report which shall be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spread sheet in "Excel", "Quattro Pro", "Lotus" or other software program acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information, as known to the Employer:

- 1) S.I.N
- 2) Employee Number if applicable
- 3) Full Name (Last/First/Initials)
- 4) Full Address, including City and Postal Code
- 5) Telephone Number (including area code)
- 6) Date of Hire
- 7) Rate of Pay
- 8) Classification
- 9) Full-time or Part-time designation
- 10) Union Dues deducted (or the reason a

deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.

- 11) Total Dues Deducted
- 12) Back Dues Owing
- 13) Vacation Pay Breakdown of Dues owing
- 14) Initiation fees Deducted
- 15) Total Initiation Fees Deducted

- 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 pre-

senting grievances to the Company in accordance with the provisions of this Agreement:

Doorman/Valet Parking	(1)
Housekeeping/Maintenance	(2)
Front Desk	(1)
Culinary/Storeroom	(1)
Daly's/Landmarks	(1)
Banquets/Beverage	(3)
(1) Housemen	
(2) Servers/Beverage	
Service Express	(2)
(1) Agents	
(1) Attendants	
Stewarding	(1)
Maintenance	(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 9.
- b) The Company agrees to pay up to eight (8) active employees, including the Chief Steward, 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.

Should negotiating sessions extend briefly beyond the legal expiry of the Collective Agreement, the parties will discuss the possibility of continuing the payment of regular wages to employees on the negotiating committee.

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

- 6.06 Orientation of New Employees – The Chief Shop Steward will be advised of scheduled orientation sessions and will be invited to welcome new employees and inform them of services offered by the Union.

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 DISCIPLINE

- 8.01 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 twelve (12) months immediately thereafter.
 - b) Employees 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.

- 8.02 a) 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 9 GRIEVANCE PROCEDURES

- 9.01 The Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement. 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 via Step One.

Step One – Any employee believing that the provisions of this Agreement have not been complied with shall discuss the complaint with a Supervisor in the presence of the employee's Union Steward if required;

This discussion shall take place within five (5) working days after the grounds of the complaint are known.

If the Supervisor's decision is not satisfactory or if the Supervisor failed to answer within three (3) working days from date the initial discussion took place, the Union may elect to submit a written grievance at Step Two of the grievance procedure within ten (10) working days from date the initial discussion took place;

Step Two – Upon notification of the Union to proceed with a written grievance at Step Two, a final meeting to attempt to resolve the grievance shall then take place between, the Director of Human Resources or designated representative, the Union Representative, a Union Steward and the employee concerned if required by the Union or the Employer;

This meeting shall be scheduled at a date determined by the parties within a period of fifteen (15) working days of the notification.

The Director of Human Resources shall give its final decision to the Union Representative in writing within ten (10) working days of this meeting.

If the decision is not satisfactory or if the Employer failed to answer within ten (10) working days of the Step Two meeting, the Union may submit the grievance to arbitration within twenty (20) working days of reception of the Employer's final decision or, if no reply is given, with twenty (20) working days following its due date.

It is agreed that for the purpose of this Article, working days will not include Saturdays, Sundays, or scheduled holidays, even if employees are working on such days.

- 9.02 All agreements with prejudice and precedent reached under the grievance procedure between representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee(s).
- 9.03 The Company and the Union may file a policy grievance or a group grievance. Such grievance shall commence at Step Two within ten (10) working days after the grounds of the complaint are known. It is understood, however, that this paragraph shall not be used to by-pass the individual grievance procedure
- 9.04 If the grievance is of such a nature that either party concerned could not have been aware of its alleged occurrence at the actual date of the grievable event it shall be deemed for all purposes to have occurred on the first date on which either party could reasonably have had such awareness.
- 9.05 Failing settlement 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 twenty (20) days after the decision under Step Two is given, the grievance shall be deemed to have been settled.

ARTICLE 10 DISCHARGE CASES

10.01 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.

10.02 In the case of a dismissal, a grievance may be filed by an employee within five (5) working days of receipt of termination and shall commence at Step Two. Such grievances 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.

10.03 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 11 ARBITRATION

- 11.01 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.
- 11.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.03 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.
- 11.04 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 11.05 Each of the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 11.06 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 19.

- 11.07 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.
- 11.08 The parties may agree by mutual written consent to extend the time limits of the grievance and arbitration procedures.

ARTICLE 12

SENIORITY

- 12.01 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 one hundred and eighty (180) calendar days. Part-time employees who have successfully completed their probationary period and who obtain a full-time position pursuant to Article 13 will not be subject to the application of Articles 12.01(a) and 12.01(b).
- 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:

Driveway	Storeroom
Housekeeping	Daly's
Laundry	Landmarks
Maintenance	Banquets/Beverage
Front Desk	Service Express
Culinary	Stewarding

12.02 The Company shall maintain up to date departmental seniority lists showing each employee's seniority date and his/her classification. The Employer shall forward by e-mail a copy of such list to the Union office every 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)

- 12.03 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 the ability of employees to be retained meets the regular requirements of remaining work to be carried out, shall layoff the least senior employee.
- (ii) If the person being laid off has previously known seniority within a lower classification within the department, they shall have the right to be assigned to work within the lower classification according to their seniority.
- (iii) A full-time employee with seniority who is laid off in a given classification and department may displace a part-time

employee who would otherwise be retained in the same classification and department. In such cases, the seniority date of the displacing employee will be the date they originally entered into the full-time or part-time classification they are being laid off from. An employee exercising this right is not eligible to severance.

- 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.

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

12.05 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.
- 12.06 The most senior full-time shop steward in a classification, whose scheduled is reduced less than twenty-four (**24**) hours per week for four (**4**) consecutive work weeks (exclusive of any personal request for time off) shall have the right to request any available hours on the next schedule to ensure a minimum of twenty-four (**24**) hours per week when available. This request must be submitted in writing within twenty-four (**24**) hours of the posting the schedule or it will defer to the following schedule if applicable.

ARTICLE 13 PROMOTIONS AND TRANSFERS

- 13.01 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.

13.02 Any employee with six (6) months' 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.

13.03 Any employee transferred pursuant to 13.02 will be on a ninety (90) calendar days 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 14 LEAVE OF ABSENCE

- 14.01 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.

Where a leave of absence is granted for compassionate reasons, the Employer may, if he deems it appropriate and by exception to vacation policy, allow payment of all or part of such a leave from the employee's existing vacation accruals. Remaining vacation credits will then be adjusted accordingly.

- 14.02 Maternity and Parental Leave– Both parties intend to comply with Part XIV of the Ontario Employment Standards Act dealing with pregnancy and parental leave.

- 14.03 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.
- 14.04 Citizenship: The Company agrees to pay a full-time 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.
- 14.05 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 15 REPORTING FOR WORK

- 15.01 Minimum Call – Once an employee reports to work on his/her regularly scheduled day, he/she shall receive a guaranteed four (4) hours pay
- 15.02 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. Participation at mandatory meetings will be paid as hours of work and subject to overtime.

- 15.03 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.
- 15.04 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 16 HOURS OF WORK

- 16.01 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) 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.
- 16.02 Each employee shall be entitled to one (1) fifteen (15) minute rest period for each half shift of

four (4) hours, such rest periods being scheduled at approximately mid-shift wherever possible in keeping with operational needs.

ARTICLE 17 SCHEDULING

- 17.01 (a) Every effort shall be made to schedule full-time employees 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 18.02 (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 18.02 (a) In addition, management confirms their commitment to make every effort to schedule the same days off based on seniority.
- 17.02 Full-time 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 full-time 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.
- 17.03 Time schedules made up for full time employees will be posted by noon on Wednesdays. Man-

agement will make every effort not to change the schedule once it is posted.

Where a change is necessary, management will attempt to make other arrangements before changing the schedule. If an employee, whose schedule management wishes to change, has already made other plans, management must obtain the employee's agreement before a change is made.

17.04 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.

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

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

at the Company's discretion. The twenty-four (24) hour advance notice requirement will not apply if the employee consents to work the back to back shifts. Accommodation or paid parking will not be applicable if an employee requests a back to back schedule in preference to another schedule he could have otherwise been offered.

- 17.06 The hotel will make every effort not to schedule split shifts, however when split shifts are needed they will only be scheduled on a mutually agreeable basis.
- 17.07 Union members will not be responsible for calling other members in to work.
- 17.08 For the shifts where there is a change from Daylight Saving Time to Standard Time (or vice versa) full-time employees will normally be scheduled for an eight (8) hour shift.

ARTICLE 18 HOLIDAYS

- 18.01 The Company will observe the following holidays for full-time employees:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Anniversary Date of Employment
(or Heritage Day, if proclaimed)
 - Birthday (after one year of seniority)
- 18.02 A full-time 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.

18.03 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 26 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.

The Employer may require a medical note as proof of bona fide reason of absence and will request this at the time of the employee's call when the Employer elects to do so.

18.04 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.

18.05 Any authorized work performed by a full-time employee on any of the aforementioned statutory holidays shall be paid at the rate of time and one half (1½) plus pay for the holiday.

18.06 By exception to its standard scheduling practices the Employer will post tentative Christmas schedules in all departments by December 5th of each year. Changes to these tentative schedules may be made at any time and are not subject to the formalities of Article 18.04 except where the changes are made less than ninety-six (96) hours in advance.

Notwithstanding other obligations, employees are responsible to check the definite schedule

which is posted ninety-six (96) hours in advance.

- 18.07 Part-time employees shall be paid for statutory holidays in accordance with the Employment Standards Act.

ARTICLE 19 WAGES

- 19.01 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.
- 19.02 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.

ARTICLE 20 PENSION PLAN

- 20.01 Effective August 31, 2009, the Company will contribute sixty cents (60¢) per hour worked for each active member within full-time employment status, 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, P.O. Box 6020, Station "B", Etobicoke, Ontario M9W 6K4. The amount contributed as of August 31, 2011 will be sixty-five cents (65¢). Effective August 31, 2012 this amount will further increase to seventy-five cents (75¢).

**ARTICLE 21
PREMIUM PAY**

- 21.01 Any employee who trains will be paid a training allowance of seventy-five cents (75¢) per hour.
- 21.02 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.

It is understood by the parties that selling of rooms is on a voluntary basis.

- 21.03 There will be a fifty cent (50¢) per hour shift premium for all employees whose shift results in the majority of their hours being worked between the hours of 11:00 p.m. and 7:00 a.m. Effective August 31, 2012 this amount shall increase to fifty-five cents (55¢). Effective August 31, 2013 this amount shall increase to sixty cents (60¢). It is understood that this premium shall not apply to those employees who are already designated in a night classification in accordance with Appendix "A" of the Collective Agreement.
- 21.04 Public area persons (excluding nights) who are required to clean up after someone who has been sick will receive a ten dollar (\$10.00) premium.

**ARTICLE 22
ACTING PAY**

- 22.01 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 23
VACATION**

- 23.01 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.

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

23.03 (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.

(c) Vacation requests, once authorized in writing by the Employer, may only be changed by mutual agreement between the Employer and the employee concerned.

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

ARTICLE 24 HEALTH & WELFARE

24.01 Sick Days – The Company will provide three (3) paid sick days per calendar year to full-time employees with a minimum of one (1) year of seniority at the beginning of each calendar year. Effective August 31, 2013, this allowance shall increase to four (4) days. Employees who do not use any sick days over the course of one (1) calendar year shall be entitled to a one hundred dollar (\$100.00) attendance bonus, payable by January 30th. In order to receive the bonus employees must be actively employed at the time of payout.

Payment of sick days where applicable will begin on the first day of illness and is conditional to the employee having properly notified his supervisor of his absence as early as possible but no less than two (2) hours in advance.

The hotel will make every effort to replace employees who do not report to work as scheduled in keeping with continued operational needs.

24.02 a) Health & Welfare premiums for full-time employees 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.

24.03 For the purpose of calculating the seven (7) day elimination period the Company will include the employee's two (2) scheduled days off.

24.04 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.

The hotel will not automatically request medical notes for absences of one (1) day duration but may do so if the circumstances warrant it. Such circumstances include but may not be limited to suspicious or repeated absences.

24.05 Full-time 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.

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, step-children, step-parents, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, or same sex partner.

ARTICLE 26
DRIVEWAY

- 26.01 Parking – Driveway Greeters and Door Attendants shall receive twenty-five (25%) of the short term parking revenues for the driveway parking spots. Effective August 31, 2010 the hotel shall pay a one dollar (\$1.00) per car gratuity for long term valet parking. This shall be calculated by taking the monthly long term parking revenues from the P&L and dividing by the Valet rate to determine the number of cars.

The distribution of the gratuity will be based on hours worked for both Valet & Door in the month.

- 26.02 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 door-men).

ARTICLE 27 HOUSEKEEPING

- 27.01 The Hotel will make sure that a Houseperson will assist in pulling furniture out from walls when doing general cleaning functions.
- 27.02 a) The Company will use its best efforts, consistent with service and efficiency, to assign senior full-time housekeeping staff to steady floors.
- b) For full-time employees 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.
- 27.03 a) It is agreed that the senior sixteen (16) room attendants shall have Saturday and Sunday guaranteed as their preferred days off. For absences of a duration of three (3) months or longer involving one or more of these sixteen (16) employees, on the schedule following the 90th day, the preferred days off will be temporarily re-assigned to the next more senior Room Attendant until their return.
- b) 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.
- 27.04 Coffee Compensation: The hotel agrees a total of \$1,560.00 will be shared annually amongst the Room Attendants and will be based on

hours worked for the full year. Effective August 31, 2013 this amount shall increase to \$1,750.00.

- 27.05 Room Attendants may, at the time of their next approved individual uniform change or at time of hire, choose from either a dress-based uniform or slacks-based uniform. All uniforms must be in keeping with applicable Corporate policies and standards in such matters.

ARTICLE 28 FRONT DESK

28.01 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.

- 28.02 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.

- 28.03 Safety deposit boxes will be allocated to full-time Front Office Agents in accordance with seniority preference.

**ARTICLE 29
CULINARY/STOREROOM**

- 29.01 Where operational requirements permit, full-time Culinary staff will receive either Christmas or New Year's Day off.
- 29.02 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.
- 29.03 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.
- 29.04 The hotel will pay seventy-five dollars (\$75.00) per Collective Agreement year to employees in Cook 1, Cook 2 and Pantry Cook classifications having one (1) year of seniority, for the purchase or maintenance of knives. Effective August 31, 2013 this amount shall increase to eighty-five dollars (\$85.00).

**ARTICLE 30
DALY'S/LANDMARKS**

- 30.01 Assistant Managers will use their own floats to make change.
- 30.02 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.

By exception, Daly's employees may be scheduled for more than eight (8) hours per day without overtime subject to overtime provisions beyond forty (40) hours per week.

- 30.03 **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.
- 30.04 The hotel will continue to rotate the full-time server sections in Daly's Restaurant.
- 30.05 If an employees wishes to cancel a shift or exchange a shift with another employee they must obtain the permission of management.
- 30.06 **Daly's/Landmarks:** Full-time employees of Daly's and Landmarks 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 full-time employees who have requested and been granted vacation at this time of year.
- 30.07 **A server 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.

- 30.08 **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.

ARTICLE 31 BANQUETS

31.01 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 hired before May 25, 2009 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 bi-monthly. Part-time employees hired on or after May 25, 2009, are required to be available Friday beginning at 5:00 p.m. and Saturdays plus one (1) additional day. This additional day may be changed bi-monthly.
- (c) Casual employees do not have a requirement to make themselves available for work. However, should a casual employee have five (5) shift refusals per quarter their employment may be terminated.

- 31.02 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 license will be allowed to operate vehicles in the charge of the Hotel.
- 31.03 Banquet staff will be paid on an overtime basis after forty-two (42) hours of work per week.
- 31.04 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.
- 31.05 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.
- 31.06 With respect to outside catering breaks, soft drinks and meals will be provided to all staff when the time comes for one-half (½) hours break. Employees will not be penalized by having to wait until the function is over to eat.
- 31.07 In exception to 18.03, full-time preference of days off for banquets employees will be accommodated by classification seniority first followed by the maximization of the full-time work week second. **All** of which is subject to the need to maintain efficient staffing.
- 31.08 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 (12½%) to the Banquet Housemen, and sixty-two and one half (62½%) to other Banquet staff (eg. Server, banquet bartender, beverage co-ordinator). Effective August 31, 2011 the beverage gratuity shall increase to twelve percent (12%). Coat Check Attendants shall only receive a share of three dollars (\$3.00) per hour from the "other Banquet staff" share.

- 31.09 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. Should the Banquet Service charge increase in the life of the Collective Agreement over eighteen percent (18%), the gratuity on food and beverage will increase by a factor of fifty percent (50%), ie., if hotel increases charge to customer from eighteen percent (18%) to twenty percent (20%), gratuity of fifteen percent (15%) on food will go up to sixteen percent (16%) and gratuity on beverage will go up to eleven percent (11%); current division will prevail.

A corkage gratuity of two dollars (\$2.00) will be paid into the banquet server gratuity pool for each bottle of wine served but not supplied by the hotel.

- 31.10 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.
- 31.11 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.

- 31.12 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.
- 31.13 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.
- 31.14 The Company shall supply gloves and hats to employees engaged in outside banquet catering functions during the fall, winter and spring.

ARTICLE 32 SERVICE EXPRESS

- 32.01 While it is recognized that the operation of the telephone system is the primary duty, the Service Express Agents in the Command Centre may be designated other duties. These duties will be performed at their work stations.
- 32.02 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.
- 32.03 a) Gratuities on tour baggage will be \$2.75.

- 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, \$2.50.
 - 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.
 - e) A \$10.00 premium will be paid to the gratuities pool for each paid and delivered turkey.
 - f) Service express attendants shall receive a ten percent (10%) premium on all "indulge" delivery services.
- 32.04 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.
- 32.05 Room service cheques shall have an automatic fifteen (15) percent gratuity added to the cheque. The fifteen percent will be added on the pre-tax total and is subject to the guest refusing

to pay the gratuity. Room Service cheques will indicate that a gratuity has been included. This gratuity will be shared among the service staff.

ARTICLE 33 MAINTENANCE

- 33.01 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. These conditions do not apply to part-time employees.
- 33.02 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.

ARTICLE 34 GENERAL

- 34.01 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.

- 34.03 The Company confirms that creation of new classifications and their respective wage rates will be discussed with the union prior to implementing same.
- 34.04 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.
- 34.05 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.
- 34.06 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.
- 34.07 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.
- 34.08 The parties agree that supervisors will not transport food or equipment or staff except in an emergency.
- 34.09 Full-time 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.
- 34.10 Health and Safety Training – The Company will pay the equivalent of normal working hours to any Union selected employee in order to participate in health and safety training as provided by the Union or other accredited body, this to a maximum of eight (8) working days per calendar year. This is over and above the legislated requirements.
- 34.11 Employer Cafeteria – The Hotel will continue with the operation of the employee cafeteria on a cost neutral basis.
- 34.12 The hotel will pay fifty percent (50%) of the cost of printing the Collective Agreement in booklet form, this to a maximum of six hundred dollars (\$600.00) per Collective Agreement cycle. The Company will provide at its cost a French language translation of the Collective Agreement which is to be printed and distributed at the Union's expense. The parties agree that the French language translation of the collective Agreement is for information purposes only and that the English version constitutes the only of-

ficial text, notably where interpretation may be warranted.

- 34.13 Education and Training Fund – The Company will provide a one thousand one hundred dollars (\$1,100.00) contribution to the Union’s Education and Training Fund on an annual basis, payable at the start of each Collective Agreement year (June 15). Effective August 31, 2013 this amount shall increase to one thousand two hundred dollars (\$1,200.00).
- 34.14 All food service cheques (except Room Service) shall have printed, stamped or written on the cheques “Gratuity not included”.
- 34.15 All cash drops are to be witnessed.

ARTICLE 35 HEALTH AND SAFETY

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

ARTICLE 36 TERMINATION OF AGREEMENT

- 36.01 This agreement shall be in force and effect from June 15, 2009 to June 14, 2014, and until all of the provisions of the Ontario Labour Relations Act have been expended.

Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received.

The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Dated this 7th day of May, 2010

For the Union:

Simon Baker
George Behnam
Brad Rose
Noel Steele
Scott Molnar
Peter Meelker
Jaime Rada
Carlvin Burgins
Barbara Cule

For the Company:

Michelle Cosh
John Jarvis

APPENDIX "A"

Department	June 15, 2009	June 15, 2010	June 15, 2011	June 15, 2012	June 15, 2013
Banquets					
Servers	\$10.24	\$10.54	\$10.89	\$11.24	\$11.64
Houseperson	11.23	11.53	11.88	12.23	12.63
Service Express Attendant	11.73	12.03	12.38	12.73	13.13
Service Express Attendant (N)	12.42	12.72	13.07	13.42	13.82
Service Express Agent	16.66	17.16	17.66	18.21	18.81
Dalv's					
Servers	10.24	10.54	10.89	11.25	11.64
Busperson	13.30	13.60	13.95	14.30	14.70
Greeter	15.80	16.30	16.80	17.35	17.95
Servers	10.24	10.54	10.89	11.24	11.64
Bartenders	12.59	12.89	13.24	13.59	13.99
Culinary					
Cook 1	22.11	22.61	23.11	23.66	24.26
Cook 2	19.95	20.45	20.95	21.50	22.10
Pantry Cook	15.75	16.25	16.75	17.30	17.90
Stewards					
Steward	15.25	15.75	16.25	16.80	17.40
Banquet Steward	16.51	17.01	17.51	18.06	18.66

APPENDIX "A"
PAY SCHEDULE (continued)

Department	June 15, 2009	June 15, 2010	June 15, 2011	June 15, 2012	June 15, 2013
Beverage					
Bartenders	12.25	12.55	12.90	13.25	13.65
Beverage Coordinator	14.89	15.19	15.54	15.89	16.39
Door Attendant	10.24	10.54	10.89	11.24	11.64
Valet	12.29	12.59	12.94	13.29	13.69
Housekeeping					
Houseperson	15.35	15.85	16.35	16.90	17.50
Room Attendant	16.06	16.56	17.06	17.61	18.21
Laundry					
Attendant	15.37	15.87	16.37	16.92	17.52
Clerk	15.58	16.08	16.58	17.13	17.73
Carpenter	23.79	24.29	25.79	26.34	26.94
Maintenance 1	21.90	22.40	22.90	23.45	24.05
Maintenance 2	20.47	20.97	21.47	22.02	22.62
Maintenance 3	17.89	18.39	18.89	19.44	20.04
Front Desk Agent	16.66	17.16	17.66	18.21	18.81
Front Desk Agent (N)	17.16	17.66	18.16	18.76	19.41

LETTER OF AGREEMENT

Between

The Westin Ottawa

And

**United Food and Commercial Workers Canada,
Local 175**

This letter will confirm our discussions concerning commitments made in collective bargaining during the months of March to May 2006

- A. Scheduling Practices – The Company will develop and implement uniform scheduling practices based on the recommendations of those individuals involved in the April 13, 2006 Six Sigma session addressing related issues. The revised scheduling practices will be developed in keeping with the following:
- The proper consideration of all applicable elements of the Collective Agreement, notably, but not limited to:
 - Seniority;
 - Individually expressed preferences (in keeping with seniority);
 - Availability of a properly trained workforce;
 - Requested days off will not impact preferred days off of individuals with more seniority;
 - A view to achieving more stability and reliability in employee work schedules wherever possible.
 - Previously posted schedules which must be modified as a result of unforeseen circumstances will be updated as follows:

- Corrections are to include consideration of individual shift preferences (shuffling) where the Employer has the benefit of notice extending thirty-six (36) hours or more.
- Corrections to be made by addition or deletion of shifts (without shuffling) where the Employer has the benefit of notice of less than thirty-six (36) hours.
- A trial period covering the Christmas/New Year's schedules will begin shortly after ratification (May 25th, 2006) of the Collective Agreement.
- A follow up session to be held in the early months of 2007 with individuals involved in the initial Six Sigma session. If shown at the conclusion of the trial period that these changes are successful, these changes shall become formalized hotel practices.

B. Annual Vacations – The Company will develop and implement a uniform practice to assign annual vacation periods based on discussions held during the above meeting. The revised vacation practice will include:

- The posting in each department of a vacation calendar during a one month period beginning on or approximately on April 1, such calendar to indicate the number of individuals who may be on vacation each week.
- All vacations to be assigned by seniority in keeping with individual preferences and the availability of vacation periods.
- The possibility of obtaining vacation time on an ongoing basis where choices were not made during the above period, subject to a first come

first served basis and the availability of vacation periods.

- C. No Harassment Policy – The Company will continue with the application of its Corporate no harassment policy and will promote its content through the following activities:
- Posting of the policy in various locations including posting boards otherwise dedicated to the Union;
 - Promoting the policy at meetings annually.
- D. Pay Equity – The Company will proceed with the implementation of an appropriate pay equity program within twelve months of the signing of the collective agreement, such program to meet all applicable legal requirements.
- E. Banquet Scheduling – Efforts will be made to address scheduling issues presented on behalf of the banquet employees by any of the following:
- Identify long shifts on the schedule where possible;
 - Schedule additional short shifts;
 - Stagger starting times of existing shifts;
 - Any other viable method.
- F. Timeliness and Arbitrations –
1. Neither party to the Collective Bargaining Agreement will proceed with an argument regarding the timeliness of filing for arbitration without first giving the other party prior written notice of its intent to do so.
 2. In the even either party serves the other party such notice, the time limits set forth in the Col-

lective Bargaining Agreement for the filing for arbitration shall then be triggered.

3. The parties agree that any board of arbitrations or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.
4. Notwithstanding the foregoing, the parties will attempt to work towards a speedy resolution of all issues arising under the Collective Bargaining Agreement.

Signed:

Michelle Cosh, Director of Human Resources

Simon Baker, Union Representative

LETTER OF INTENT

Between

The Westin Ottawa

And

United Food and Commercial Workers Canada,
Local 175

RE: ALTERNATE WORK WEEK PILOT

The parties agree to meet within ninety (90) days of the ratification of the Collective Agreement for the purpose of determining a pilot department to explore the possibility of introducing an alternate scheduling practice consisting of ten (10) hour days to a maximum of four (4) days per work week.

It is understood that the initial meeting as well as any follow up meetings will be open to the departmental Shop Steward of the pilot, the Chief Shop Steward and the Union Representative.

The purpose of the meetings will be to develop workable solutions to all potential issues resulting from the introduction of a four (4) day workweek, including but not limited to the identification of areas where this alternative may or may not be feasible as well as the adaptations that may be required to the Collective Agreement as a result of its introduction such as, but not limited to, scheduling priorities, preferences and overtime.

The parties agree that the eventual introduction of the above alternate work week during the term of the Collective Agreement will be at the discretion of the Hotel and that the present Letter of Intent does not create an obligation to do so. The parties further agree that the

introduction of a four (4) day workweek is feasible only if it can be achieved on a cost neutral or better basis.

Signed:

Michelle Cosh, Director of Human Resources

Simon Baker, Union Representative

LETTER OF AGREEMENT

Between

The Westin Ottawa

And

**United Food and Commercial Workers Canada,
Local 175**

RE: CONTRACTING OUT

The Company has agreed that during the term of the Collective Agreement they will not contract out core departments of the Hotel to an outside contractor.

It is agreed that core departments include:

Banquets; Culinary; Front Office; Service Express; Housekeeping; Driveway; Stewarding; Laundry; Storeroom; Engineering

The parties agree that this is not intended to bring into question changes introduced or carried out during the term of the last Collective Agreement.

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

Signed:

Michelle Cosh, Director of Human Resources

Simon Baker, Union Representative

Parental Benefits:

Parental benefits can be collected for up to 35 weeks by 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.

Employment Insurance Compassionate *Leave*:

As of January 4, 2004, compassionate care benefits may be paid up to a maximum of 6 weeks to a person who has to be absent from work to provide care or support to a gravely ill family member who is at risk of dying within 26 weeks. Unemployed persons on EI can also ask for this type of benefit.

To be eligible for compassionate care benefits you must apply and show that:

- your regular weekly earnings from work have decreased by more than 40%; and
- you have accumulated 600 insured hours in the last 52 weeks or since the start of your last claim. This period is called the qualifying period.

You can receive compassionate care benefits to care for one of the following family members:

- your child or the child of your spouse or common-law partner;
- your wife/husband or common-law partner;
- your father/mother;
- your father's wife/mother's husband;
- the common-law partner of your father/mother.

Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.

When requesting compassionate care benefits you must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

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.

For more information contact

**HUMAN RESOURCES DEVELOPMENT CANADA
or
CANADA EMPLOYMENT CENTRE**

Should you have a problem, contact your
Union Representative for help!

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management & workers live **up** to their responsibilities under Ontario's Occupational Health & 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 to a worker to protect the health & safety of the worker.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health & 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/she 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 & safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Worker's 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, who 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 con-

tinue to refuse to work, provided you 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 the Inspector, the Supervisor can request that someone else perform the job provided that he or she is informed in the presence of the Health & Safety Committee member, 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 this order may be appealed, you must return to the job if the Inspector so orders, pending the outcome of such appeal.

Certified Member

Section 48(1) states that a certified member who receives a complaint that dangerous circumstances exist is entitled to investigate the complaint.

If in Doubt

If in doubt about the Right to Refuse, members should consult their Certified Worker Member, Health & Safety Committee Member, Union Steward or Local 175 Union Representative or call the Ministry of Labour.

The Entitlement to be Paid

Section 43(13) requires the employer to pay Health & Safety Committee members at "regular or premium rate, as may be proper."

BENEFITS DEPARTMENT



Casey Magee
Benefits Intake Representative



Orsola Augurusa
Benefits Representative



Sherree Backus
Benefits
Representative



Joanne Ford
Benefits
Representative



Victoria Shen
Benefits
Representative

COMMUNICATIONS DEPARTMENT



Lien Huynh
Servicing
Representative



Emily Groom
Communications
Representative



Jennifer Tunney
Communications
Representative

BENEFIT & COI

2200
Phone: 581-8329
Fax: 8217

DEPARTMENTS

Head Office - Mississauga, ON - L5L 2K7
Toll Free: 1-800-565-8329

LEGAL DEPARTMENT



Fernando Reis
Legal Co-ordinator



Marcia Barry
Legal Counsel



Michael Hancock
Legal Counsel



Natalie Wiley
Legal Counsel



Rebecca Woodrow
Legal Counsel

LEGAL DEPARTMENT

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www.ufcw175.com

ORGANIZING DEPARTMENT



Steve Robinson
Union
Representative



Rick Waukonen
Union
Representative

HEALTH & SAFETY DEPARTMENT



Janice Klenot
Senior Health & Safety
Representative

REGIONAL OFFICE

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TRAINING & EDUCATION CENTRE



Kelly Nicholas
Co-ordinator
Training & Education



Georgina Broeckel
Education Staff



Laurie Duncan
Education Staff



Ashleigh Garner
Education Staff



Jason Hanley
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CENTRAL EAST REGION



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Director
Central East



Jehan Ahamed
Union
Representative



Mona Bailey
Union
Representative



John DiFalco
Union
Representative



Anthony DiMaio
Union
Representative



John DiNardo
Union
Representative



Emmanuelle Lopez
Union
Representative



Angela Mattioli
Union
Representative



Dave White
Union
Representative

REGIONAL OFFICE

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90