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**COLLECTIVE AGREEMENT**

between

**THE HOSPITALITY & SERVICE TRADES**

**UNION, LOCAL 261**

(hereinafter referred to as the "Union")

**OF THE FIRST PART**

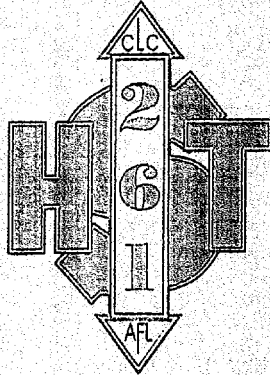
- and -

**THE DELTA HOTELS LIMITED,**

**OPERATING AS THE DELTA OTTAWA HOTEL & SUITES**

(hereinafter referred to as the "Company")

**OF THE SECOND PART**



THIS AGREEMENT made and entered into this 11 day of MAY 1995

B E T W E E N :

DELTA HOTELS LIMITED,  
OPERATING DELTA OTTAWA HOTEL & SUITES

Hereinafter referred to as the "COMPANY"

OF THE FIRST PART

-and-

HOSPITALITY & SERVICES TRADES UNION, LOCAL 261

Hereinafter referred to as the "UNION"

OF THE SECOND PART

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NOW THEREFORE the parties agree as follows:

**ARTICLE I - PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and the Union, and to maintain a high standard of service in the Hotel, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, benefits, hours of work and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE II - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees, save and except Assistant Department Manager, persons above the rank of Assistant Department Manager, office and sales staff, front desk personnel and security personnel.

2.02 Whenever the male gender is used in this Agreement, it shall be understood to include the female gender.

2.03 a) Persons in the employ of the Company, not subject to this collective agreement shall not perform work which would otherwise be performed by members of the bargaining unit, except in unforeseeable emergency situations due to illness, unexpected absenteeism, tardiness, bereavement, or accident. In such situations non-bargaining unit personnel may temporarily assist bargaining unit employees if necessary until replacement staff report to work to cover the staff shortage.

b) Notwithstanding the above, bargaining unit work that is currently being performed by persons in the employ of the Company, not subject to this collective agreement, shall be permitted to continue.

c) In addition, any manager who assists in the performance of bargaining unit work may continue, provided such assistance does not result in a loss of hours for bargaining unit employees.

**ARTICLE III - UNION SECURITY**

3.01 All present members of the Union, and employees employed within the scope of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union.

3.02 The Union agrees to Save the Company harmless from any claim by an employee arising out of the collection of Union dues.

- 3.03
- a) The Company shall deduct:
    - i) regular monthly dues or an amount in lieu thereof, from present members of the Union
    - ii) initiation fees and regular monthly union dues (or an amount in lieu thereof) from new members
    - iii) fees, fines or assessments in accordance with notification from the Union office, from employees off work due to illness, authorized leave or vacation.
  - b) The Company shall deduct the above mentioned monies in accordance with the following procedure:
    - i) new members shall have initiation fees deducted from their first two (2) pays in equal installments (eg. if the initiation fee is \$36.00, the two (2) deductions would be \$18.00)
    - ii) union dues shall be deducted twice monthly in two equal portions from the first two pays in a month.
    - iii) should a member leave the employ of the Company prior to the second dues deduction in any given month, the employer shall deduct the remaining portion of that months dues from the employee's final pay cheque, including outstanding vacation pay.

3.04 a) Prior to the last day of each month, the monies deducted shall be sent to the financial secretary of the Union together with a list of the names of members from whom such deductions have been made, noting the amount deducted from each and the status (full or part-time) of each employee.

b) The Company, hereby, agrees that all monies deducted from employees with respect to union monies shall be deemed to be held in trust for the union and considered not to be part of the assets of the Company. In the event of a bankruptcy, the monies so deducted shall be considered separate from the Company's assets.

3.05 The Company further agrees that in event of an employee being on vacation at the time of a regular dues deduction, such deduction shall be made from the employee's vacation pay.

3.06 The Company will provide a copy of the collective agreement to each new employee.

3.07 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues checkoff authorization. The form, a copy of which shall be forwarded to the Union, shall be as set out in Appendix "J".

#### **ARTICLE IV - MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of the Company to:

a) maintain order and efficiency and to discipline for just cause;

b) hire, discharge, retire, layoff and recall, suspend, classify, direct, transfer, promote, demote, or otherwise discipline any employee who has acquired seniority for just cause subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;

c) maintain and enforce reasonable rules and regulations to be observed by employees. An employee shall have the right to lodge a grievance in the event such rules and regulations are enforced in a discriminatory manner. Copies of all such rules shall be forwarded to the Union Office;

d) generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number and location of facilities, to determine the quality or service, and processes, methods, and procedures to be employed, to establish schedules of work subject to the terms of this Agreement, to establish schedules of production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement. The Grievance Procedure shall apply.

**ARTICLE V - RELATIONSHIP**

5.01 The Union agrees that there will be no solicitation for membership, collection of dues (except as otherwise provided in this Agreement), or other Union activity at the work location or on the premises of the Company.

**ARTICLE VI - NO STRIKES - NO LOCKOUTS**

6.01 The Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

6.02 The Union and the Company agree that the employees and the Company will not be involved in any dispute, inside or on the streets adjacent to the Hotel, which may arise between any other employer and the employees of such other employer.

**ARTICLE VII - REPRESENTATION**

7.01 a) The Company acknowledges the right of the Union appoint, elect or otherwise select four Shop Stewards from amongst employees of the Company (who have completed their probationary period of employment) for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement.

b) The Union and the Company agree that the Shop Stewards and the Human Resources Director will meet quarterly to discuss and review current labour relations issues in the Hotel. The focus of the sessions will be to review and exchange information in an effort to promote harmonious relations between the parties.

7.02 The Union shall keep the Company notified in writing of the names of the Shop Stewards and the effective dates of their appointment.

7.03 The Union acknowledges that Shop Stewards have their regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate. Such permission shall not be unreasonably withheld. When resuming their regular duties, Stewards will report again to their immediate supervisor, or in his absence the General Manager or his designate. Pursuant to this understanding the Company will compensate Stewards for time necessarily spent during their work hours in dealing with grievances.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.



8.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five full working days before the filing of the grievance. However, when an employee's grievance is of such a nature that the employee concerned could not have been aware of its alleged occurrence at the actual date of same, the grievance shall be deemed, for all purposes, to have occurred on the first date on which the employee could reasonably have had such awareness.

8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**Step No. 1** If an employee has any complaints or questions which he wishes to discuss with the Company he shall take the matter up with his Department Head or Designate and may be accompanied by his Steward if he requests such assistance.

If such complaint or question is not settled to the satisfaction of the employee concerned within twenty-four (24) hours, or within any longer period which may be mutually agreed at the time, then the following steps of the grievance procedure may be invoked in order.

**Step No. 2** Any employee having a grievance or any one employee who is designated as a member of a group of employees having a grievance shall then take the grievance up with the Steward. The Steward shall reduce the grievance to writing and present same to the Director of Human Resources or Designate within seven (7) days after the occurrence of the matter which is the subject of the grievance. The grievance shall contain the names of all the employees who have the same grievance. The Director of Human Resources or Designate shall deal with the grievance and provide his answer to the Steward in writing within two (2) days after he receives the grievance. The Steward may ask the Union office for assistance to write the grievance but not during working hours.

**Step No.3** If the matter is not settled at this time the Local Union Official Representative shall take up the grievance with the Hotel Manager or Designate within five (5) days after the Steward receives the answer from the Director of Human Resources or Designate. If the grievance is not settled within a further period of forty-eight (48) hours after it has been presented to the Manager or his designated representative, then at the request of either party to this Agreement, the grievance may be referred to arbitration but the request for arbitration must be made in writing within five (5) days after the period of forty-eight (48) hours referred to above has expired.

**8.04** All limits contained herein and in Article IX and Article XI shall exclude Saturdays, Sundays and Declared Holidays. The parties are agreed that the time limits outlined herein may be extended by mutual agreement in writing.

**8.05** If a grievance is not processed within the time limits set forth above by the Company, it shall automatically proceed to the next step of the grievance procedure.

#### **ARTICLE IX - DISCIPLINARY ACTION**

9.01 a) Once an employee, who has attained seniority status, has been discharged from his employment, the case may be taken up as a grievance where the employee is of the opinion that his termination was without just cause.

b) Where an employee has been discharged or suspended, he shall have the right to interview his shop steward for a reasonable period of time before leaving the premises. The employee shall be given written reasons for the discharge or suspension within seven days and a copy shall be forwarded to the Union. The employee shall also be given the appropriate documentation for unemployment insurance purposes.

9.02 All such cases shall be taken up within five days and disposed of within ten days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the management within five (5) days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No.3 will be omitted in such cases.

9.03 Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

9.04 No entry shall be made on an employee's record regarding work performance or conduct unless the matter is first discussed with the employee in the presence of his Union Steward or the Union Business Agent if his presence is requested. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union.

9.05 Upon request by an employee, that employee's record will be available for review by the employee, or a representative of the Union (if so requested by the employee), subject to reasonable notice being given of the request, and arrangements being made for a mutually convenient time for the review.

9.06 The parties have agreed that grievances should be settled in the Grievance Procedure. To ensure this, the parties agree that all relevant documentation on which the parties intend to rely at Arbitration shall be tendered to be available for inspection during the Grievance Procedure.

**ARTICLE X - INDIVIDUAL DISCUSSION OF PROBLEM**

10.01 Nothing contained in this Agreement shall be deemed to deprive any employee of his right to discuss a problem without the assistance of the Union if he so desires, prior to the filing of the formal grievance.

**ARTICLE XI - COMPANY AND UNION GRIEVANCES**

11.01 If the Company or Union wishes to file a Grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the Union or Company, as the case may be, within thirty (30) working days of the occurrence of the event on which the grievance is based. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article VIII nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article. The party which receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same but, if there is no answer given in writing then it shall be deemed that the claim of the grievor has been refused. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this Agreement within five (5) days after the expiration of the five (5) working days referred to above.

**ARTICLE XII - ARBITRATION**

12.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement, and at the same time name their nominee to the Arbitration Board. Within five days thereafter the other party shall name its nominee to the Arbitration Board.

12.02 Therefore, the Board of Arbitration shall consist of one representative of the Company, one representative of the Union, and one impartial arbitrator to be selected by the first two, who shall be Chairman of the Arbitration Board. It is further agreed that if the representatives of the parties are unable to select a Chairman, then a request will be made within five days to the Minister of Labour, Province of Ontario, requesting that he designate an impartial Chairman.

12.03 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

12.04 Each of the parties hereto will bear the expenses of their nominee appointed by them, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

12.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

12.06 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement, except that the Board may at its discretion modify any penalty which has been imposed on the aggrieved employee(s).

12.07 The Arbitration Board shall hold a hearing as soon as possible and render its decision within 30 days after the hearing. The decision of such Board shall be final and binding amongst the parties. If there is no majority decision, then the decision of the chairman shall be binding.

12.08 In all discipline cases, including suspension and discharge cases, there shall be a single arbitrator.

#### **ARTICLE XIII - SENIORITY**

**Purpose** - The purpose of seniority is to afford preferences to senior employees in recognition of their length of service with the Company. Seniority is intended to provide maximum work opportunity to senior employees.

13.01 a) Classification seniority in the department shall apply to matters related to the job. The applications of this type of seniority are as follows:

- reduction of working hours
- selection of available days of vacation preference
- promotions and demotions (subject to the provisions set out in 13.02 a))
- selection of shifts subject to the right of the Company to establish schedules of work as set out in 4.01 d)
- temporary transfers to a higher paid job as set out in Article 21.01
- layoff and recall (subject to the provision set out in 13.02 c))
- overtime subject to 20.03

b) Company seniority shall be based on length of service with the Company from the last date of hire, subject to Article XIII and shall apply to all other benefits set out in the Collective Agreement.

c) In the event of a closure or sale (as defined in the Ontario Labour Relations Act) of a food or beverage facility, the Company will endeavor to place affected employees, in order of their classification seniority, in other food or beverage departments in the hotel. If the Company determines that the affected employees fill the job criteria and have the necessary skill and ability to perform the work in another food and beverage department, their full classification seniority will be recognized after thirty days in the new department.

13.02 a) When promotions or demotions are made, or vacancies occur within the staff covered by this agreement, seniority, skill, competence, efficiency and reliability shall be determining factors. Where skill, competence, efficiency and reliability are equal, seniority shall be the governing factor.

b) Subject to the provision of this collective agreement, when establishing schedules of work, the company shall ensure all work within a classification shall be performed by bargaining unit employees with seniority in that classification within that department. This article shall not give employees the right to refuse assignment of work in another classification.

c) Provided there are employees performing the work in the classification in the department concerned, the following lay off or cutback procedures of employees in the classification concerned shall apply in reverse order of seniority:

employees on probation in the classification  
and part-time employees in the classification  
shall be laid off first;

full-time employees in the classification  
shall be laid off in the reverse order of  
seniority.

Before any new employees are hired in the classification in the department concerned, laid off employees in the classification shall be recalled to work by registered mail in the reverse order to which they were laid off.

d) The Company shall provide written notice of layoff, 'as far in advance as possible but not less than 48 hours prior to the effective date of the layoff except in situations outside the Company's control (Acts of God, Fire, Flood, etc.)

13.03 Seniority shall become effective after the completion of the following probationary period:

full - time employees - 60 calendar days

part - time employees - 60 calendar days

13.04 An employee shall **lose** all seniority and his employment deemed to have been terminated if he is laid-off for a period equal to the lesser of his period of seniority or nine (9) months.

13.05 Any employee who has been laid off and who is notified to return to work (by registered mail) and does not return to work, and does not notify the Company of his intention to return to work, within five (5) days (Saturday and Sunday excluded) shall be considered as having terminated employment with the Company. Employees must notify the Company and the Union of any change of address during the life of this Agreement.

13.06 Up to date seniority lists, for the respective seniority groups indicating starting date and classification, shall be posted by the Company within clear view for all employees to see, within thirty (30) days of the signing of this Agreement. These lists shall be revised and posted every three (3) months.

13.07 The Union office shall receive, within ten (10) days of posting, a copy (s) of the seniority list.

13.08 Employees on sick leave shall retain their seniority for nine (9) months.

13.09 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

13.10 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity for a period of sixty (60) calendar days.

13.11 In the event that an elected shop steward, with six months or more seniority, is laid off, he shall be the first on recall in his classification and department.

13.12 Part-time employees who wish to be considered for a full-time position in their classification and department may file such a request with their Department Head, and shall be considered for hire to such full-time position before new employees are hired. A part-time employee who is not selected for a full-time position may request an interview to discuss the matter.



13.13 a) If a full-time employee with two years or more seniority is placed on part-time by the Company, the Company agrees to cover the employees for the benefits outlined in Appendix "C" for three months. This provision shall not apply if the employee requests the transfer.

b) If due to a shortage of work, a full-time employee is laid off, the Company agrees to continue to cover the employee for all the benefits outlined in Appendix "C" to the end of the calendar month in which the layoff occurs, plus one additional month.

13.14 If, due to a shortage of work, a full-time employee's status is changed to that of a part-time employee, no new full-time employees shall be hired in that classification until those reclassified as part-time are returned to their full-time status in the department concerned.

13.15 Vacancies for new jobs and permanent positions within the bargaining unit shall be posted for a minimum period of three (3) days.

13.16 If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification and the rate payable. If the Union disagrees with the wage rate the grievance procedure shall apply.

#### **ARTICLE XIV - LEAVE OF ABSENCE**

14.01 The Company may grant leave to absence without pay and without loss of seniority to an employee for personal reasons. The Union shall be notified of leaves of absence in excess of four (4) months. All requests for such leaves of absence shall be in writing as far in advance as practical. The Company agrees to reply to such requests within seven (7) working days. If an employee fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the employee, the Union and the Company have been made for an extension of such leave, it shall leave the employee subject to disciplinary action. If an employee utilizes a leave of absence

for purposes other than those of which the leave of absence may be granted, the employee shall lose all seniority and his employment shall be deemed to have terminated.

14.02 The Company agrees to grant female employees a leave of absence due to pregnancy, in accordance with the provisions of the Employment Standards Act as amended.

14.03 Leave of absence will be granted to not more than one (1) employee who has been elected by the Union membership as a delegate to attend a Union Convention or Seminar and to not more than three (3) employees who have attained seniority and who have been selected by the Union to attend meetings on negotiations for a Collective Agreement or renewal thereof.

#### **ARTICLE XV - BEREAVEMENT LEAVE**

15.01 Full time employees who have completed their probationary period shall be entitled to receive three (3) days leave of absence and will be paid their regular rate for each regularly scheduled work day that occurs within such three (3) day period:

- a) in the event of a death in a married employee's immediate family, that is, spouse, common law spouse, son or daughter, father or mother, brother or sister, mother-in-law or father-in-law.
- b) in the event of a death in an unmarried employee's family, that is mother or father, sister or brother, or child.

In order to qualify for the foregoing leave of absence, an employee must supply satisfactory proof by way of a doctor's certificate or newspaper clipping and must promptly notify his or her **department** head.

**ARTICLE XVI - BULLETIN BOARD**

16.01 The Company shall provide a bulletin board *in* a mutually satisfactory location on the premises for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union, and submitted to the Manager or his authorized representative for approval before being posted.

**ARTICLE XVII - ACCESS TO PREMISES**

17.01 No more than two official representatives of the Union shall be permitted to enter the Company's premises, after informing the Company of such visits. The Union agrees that the visits of such official representatives shall not impair or hinder production and services, and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of this Agreement are being implemented and not for the purpose of soliciting membership.

**ARTICLE XVIII - LOCKERS AND DRESSING ROOMS**

18.01 The Company agrees to provide ample and sanitary dressing rooms with individual lockers for all employees.

18.02 The current practice concerning general locker inspections shall be continued for the life of the Agreement. If an individual's **locker** is to be searched a union steward or the employee if available shall be present.

A  
 19.01 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 employment. In the event that the bonding company refuses to continue bonding of an employee with seniority, the Company shall provide the Union with full written reasons for such refusal. If the Union feels that the action of the bonding company is unfair, unjust or discriminatory, the matter may become subject to the Grievance and Arbitration procedure.

**ARTICLE XX - HOURS OF WORK AND OVERTIME**

20.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week subject to Article 20.06.

20.02 The standard work week shall consist of forty **(40)** hours per week comprised of eight (8) hours per day in five (5) days per week. The Company shall employ its best effort to arrange schedules so that employees will have two (2) consecutive days off during each work week.

20.03 a) In any case where no employee is available to work a shift or the extension of a shift at straight time, and the Company thereupon determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of overtime:

1. Where the Company's determination was made twenty-four **(24)** hours or more in advance of the start of the overtime shift,

- i) the overtime hours will be offered to the most senior employee within the classification.
- ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification in order of seniority.

- iii) if no employee within the classification is willing to work the overtime hours, the Company will assign the work to the most junior employee within the classification; and
- iv) the Company shall not be required to offer or permitted to assign the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding his next shift.

2. Where the Company's determination was made less than twenty-four (24) hours in advance of the start of the overtime shift, the overtime will be assigned in accordance with the provisions of paragraph (a) of this Article 20.02 (a), but subject to the following provisions:

- i) the Company shall not be required to call in a senior employee to work overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of his shift.

b) Overtime at the rate of time and one-half of the employee's basic rate shall be paid for **all** hours worked on an employee's sixth or seventh day worked in the Hotel's work week, and for all hours worked in excess of forty hours per week and eight hours per day.

20.04 There shall be no pyramiding of overtime.

20.05 Each employee shall be allowed two (2) ten (10) minute **rest** periods in each eight (8) hour work period, and such time shall **be** regarded as time worked. Each employee shall be allowed a one-half (1\2) hour meal period during each shift. Such meal period shall not be regarded as time worked.

20.06 **ai** Once a full time employee reports to work on his regularly scheduled day, he shall receive guaranteed pay for eight (8) hours, save and except servers in dining rooms and lounges, who shall receive six (6) guaranteed hours. Part-time employees shall receive four (4) guaranteed hours.

b) During the last two (2) weeks of December, January and the week preceding and following the Easter weekend, the following shall apply:

- i) the employer may schedule full time employees for periods of four (4) hours or more
- ii) full time employees shall have the option, by seniority, to accept, at the time of the schedule posting (in accordance with Article 20.03), a reporting pay guarantee based on the scheduled hours but not less than four (4) hours.
- iii) in the event that not enough staff are available to cover the scheduled hours, the employer has the option of compelling the junior employee, from the bottom up, to accept the hours of work as posted.

20.07 Split shift assignment shall be confined to gratuity employees and **bus** persons and shall be confined to not more than two (2) tours of duty to a maximum total of eight (8) hours work within a spread of twelve (12) consecutive hours in any one day.

20.08 **a)** The Company agrees to post weekly schedules forty-eight (48) hours prior to the commencement of the work week. Such schedules shall not be construed **as** a guarantee of hours of work per week subject to article 20.06.

**b)** Changes to the work schedule of an employee's scheduled work week requires twenty-four (24) hours notice in advance in order to compel an employee to report for work or prevent an employee from reporting for their scheduled shift, except in cases of sickness, bereavement or accident causing shortage of staff. In such cases the Company shall provide **as** much notice in advance **as possible**. Communication shall be deemed to be

received if the phone call made by the Hotel is no later than the twenty four (24) hours outlined above.

c) The method of verification of the phone call shall be as follows:

- i) for telephones connected to the Call Accounting System, the time and date of the phone call and the number dialled is recorded.
- ii) for telephones not connected to the Call Accounting System a supervisor or designate will call. If the employee is not reached, a member of the bargaining unit will call the number prior to the commencement of the 24 hour notice and will so verify in writing.

20.09 when an employee is directed by the Company to attend a staff meeting during working hours, or is called in on a day off, the time spent on the day off, or time spent before or after the employee's regular working hours, shall not be regarded as time worked, and shall be paid at the employee's regular rate of pay for the actual time spent at the staff meeting. An employee called in on a day off shall receive a minimum of three regular hours pay.

#### **ARTICLE XXI - TEMPORARY TRANSFERS**

21.01 Employees temporarily assigned to a higher rated classification in excess of two hours per day shall be paid the higher rate for all time worked in the higher rated classification. Employees temporarily assigned to a lower rated classification for the convenience of the Company shall not have their rate reduced.

#### **ARTICLE XXII - GENERAL**

22.01

No arrangements shall be made between any employee and the Company which conflicts with the terms of this Agreement. Should the Union allege that this Article has been breached, such alleged breach shall be subject to the provisions of Article XI.

**22.3: Breakage**

Unless negligence is established, employees will not be required to pay for broken or damaged equipment.

**22.03 ResDonsibility**

When an employee is authorized to cash cheques, honour credit cards or credit amounts, he will not be held responsible for any losses, provided he has reasonably followed Management's instructions, but where an employee assumes personal responsibility of cashing cheques, honouring credit cards or credit accounts, without such authorization from Management, he will be held responsible.

22.04 The Company shall not prohibit the wearing of the current Union membership button.

22.05 In the event of termination of employment the provisions of the Employment Standards Act shall apply.

22.06 a) Where an issue arises with respect to the full or part time status of an employee, the parties agree that the issue shall be settled by reviewing the seven weeks of employment immediately preceding the date that the employee brings the matter to the attention of the employer. In the event that the individual has worked more than 24 hours for 4 or more of the 7 previous weeks, the individual will be determined to be full time from the determining date forward. In the event that the individual has worked twenty-four (24) hours or less for 4 or more of the 7 previous weeks, the individual will be determined to be part time from the determining date forward.

b) This article shall only apply to employees with six or more months of seniority with the Company.

**ARTICLE XXIII - APPENDICES**

23.01 The appendices attached hereto form a part of the Collective Agreement with the Union.



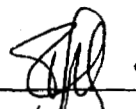
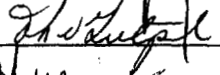
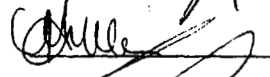
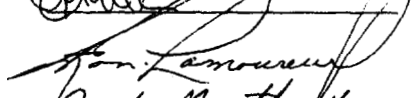

**ARTICLE XXV - TERMINATION**

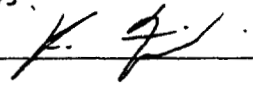
This Agreement shall become effective on the 1st day of July 1994, and shall remain in full force and effect until the 30th day of June 1997, and shall continue in effect from year to year thereafter, unless either party shall give written notice not more than ninety (90) days and not less than thirty (30) days before the termination of its desire to amend the Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

**HOSPITALITY & SERVICE TRADES  
UNION, LOCAL 261**

**DELTA HOTELS LIMITED  
OPERATING DELTA OTTAWA HOTEL  
AND SUITES**

  
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MAY 11/1995.  
  
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APPENDIX "A"

The scale of wages are considered minimum scales and do not prohibit the Company from granting merit increases to more proficient employees.

The following hourly rates of pay shall be effective with the start of the pay period coincident with or next following the following dates:

CLASSIFICATION	CURRENT	NOV	AUG	NOV	AUG
		1/94	1/95	1/95	1/96
Room Attendant 43 - 3	10.04	10.24	10.44	10.64	10.89
Telephone Operator 5 -	9.91	10.11	10.31	10.51	10.76
Houseperson	9.71	9.91	10.11	10.31	10.56
Cleaner	9.71	9.91	10.11	10.31	10.56
Chef de Partie Banquets	14.26	14.46	14.66	14.86	15.11
Chef de Partie Saucer	13.85	14.05	14.25	14.45	14.70
1st Cook	12.48	12.68	12.88	13.08	13.33
2nd Cook	12.14	12.34	12.54	12.74	12.99
3rd Cook	11.06	11.26	11.46	11.66	11.91
General Assistant 5 - 1	10.60	10.80	11.00	11.20	11.45
Steward - 2	9.62	9.82	10.02	10.22	10.47
Receiver	11.06	11.26	11.46	11.66	11.91
Laundry Attendant - 1	9.83	10.03	10.23	10.43	10.68
Attendant	10.12	10.32	10.52	10.72	10.97
Attendant	10.34	10.54	10.74	10.94	11.19
Attendant 1	13.98	14.18	14.38	14.58	14.83
Attendant 2	12.91	13.11	13.31	13.51	13.76
Busperson - 1	8.98	9.18	9.38	9.58	9.83
Health Club Attendant - 3	8.50	8.70	8.90	9.10	9.35
Bell Person - 2	7.25	7.45		7.65	
Door Attendant 2 - 1	7.25	7.45		7.65	
Captain Server	8.47	8.67		8.87	
Room Service Server - 1	7.25	7.45		7.65	
Server Food 37 - 1	7.25	7.45		7.65	
Composite Bartender 2 - 1	8.93	9.13		9.33	
Room Service Server - 1	7.83	8.03		8.23	
Business Lounge Attendant	9.74	9.94		10.14	

**APPENDIX "A"**

Apprentice cooks shall be paid as follows:

Period one (not to exceed 2000 hours)

65% of average of unionized kitchen rates

Period two (not to exceed 2000 hours)

75% of average of unionized kitchen rates

Period three (not to exceed 2000 hours)

85% of unionized kitchen rates

**Hiring Rate**

- 25 cents above the minimum wage in effect from time to time

- after thirty (30) days - 50% of the difference between the hiring rate and the job rate

- after sixty (60) days - the job rate will be paid

**APPENDIX "B"**

The employees outlined in Schedule "A" shall receive the meal or meals as set out herein. All employees who are not now receiving a meal will be offered a meal in the staff dining room. The cost will be 75 cents per meal. Any other food taken is mutually and conclusively deemed to be cause for immediate discharge.

APPENDIX "C"

Employees whose principal residence is located in the Province of Quebec who are not eligible to participate in the Province of Ontario Health Plan shall receive as additional wages, an amount equivalent to the Company contribution required of employers in the Province of Quebec. The time and method of payment of the foregoing amount shall be determined by the Company. The Company agrees that if the Quebec cost increases, the Company will absorb the increased cost (not to exceed the cost of the O.H.P. in effect from time to time).

HEALTH AND WELFARE

The following coverage will be granted to all eligible employees who have completed three (3) months continuous employment with the Company in accordance with the terms and conditions of the Plan or Plans as set out in the summary below.

Employees shall be required to pay the following monthly amount towards said coverage with the balance paid by the Company:

Single \$6.00/month plus applicable taxes  
 Couple \$12.00/month plus applicable taxes  
 Family \$18.00/month plus applicable taxes

ELIGIBILITY

All Plan Members

- Participants on or prior to January 1, 1994 - immediately
- Participants after January 1, 1994 - ninety days

LIFE INSURANCE AND AD & DBasic Life Insurance

\$10,000.00

Optional Life Insurance

Units of \$10,000.00 to a maximum of \$250,000

NOTE: The total Basic and Optional Life Insurance will not exceed \$650,000 or 10 times the Plan Member's annual basic earnings, whichever is lesser.

The premium rates are based on the employee's age.

Spousal Optional Life Insurance

Units of \$10,000.00 up to the lesser of Plan Member's Basic and Optional Life Insurance combined or \$250,000.

Accidental Death & Dismemberment (AD & D)

\$10,000.00

**SHORT TERM DISABILITY**

66.7% of normal weekly earnings with a maximum weekly benefit equal to 2/3 of the maximum insurable earnings in effect under the Unemployment Insurance Act at the commencement of disability.

Payable • 1st day accident  
 - 1st day hospitalization  
 - 8th day illness

Payable weekly for not more than 18 weeks of any one disability due to one or more causes (including sick pay).

Thereafter - the benefit level to be paid under the plan is set at 6.7% of the employee's normal weekly earnings which will supplement the amount received by the Unemployment Insurance Commission. However, the SUB will only be paid if the proper documentation is received by London Life.

Payable for not more than 15 weeks of any one disability due to one or more causes.

Definition of disability: claimant must be totally disabled (meaning unable to do your own job or modified work available during disability)

**MAJOR MEDICAL EXPENSE BENEFIT**

Deductibles: \$25 single  
 \$50 couple/family  
 (applies to covered expenses for Comprehensive Dental benefit and Major Medical expense benefit combined)

80% coinsurance of eligible expenses for employees and their families.

- Semi-Private hospital - maximum 180 days per calendar year.
- Out-of-country coverage provided for up to 31 days at a time. For expenses covered and eligible under Provincial Health Care Program.
- Paramedical practitioners as follows:
  - chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur not to exceed \$300 per calendar year combined.
  - licensed psychologist not to exceed \$500 per calendar year.
- Eye examinations in Saskatchewan, Quebec, New Brunswick and Alberta by a licensed physician or a licensed optometrist not to exceed \$35 a visit, and for eye examinations in Prince Edward Island by a licensed optometrist not exceed \$35 a visit.
- Private duty nursing - maximum \$5,000/year per covered person.
- For custom built orthopaedic shoes, the charge reduced by the cost of ordinary shoes, and orthopaedic modifications to shoes; provided such shoes and modifications are recommended and approved by a licensed physician or by a licensed podiatrist

Deductibles: \$25 single  
\$50 couple/family

Basic Services Payable            -    100%  
Restorative Services Payable   -    50%  
Orthodontic Services Payable\* -    50%

\* for covered dependent children who are less than 18 years of age at the time of commencement of treatment.

Calendar Year Maximum (Basic & Restorative) -   \$1,000  
Lifetime Maximum (Orthodontic)               -   \$1,000  
Dental Fee Schedule                               -   Current

**TERMINATION OF COVERAGE**

All coverage ceases on the earlier of termination of employment or retirement.

**PENSION PLAN**

The parties agree that a pension plan shall be finalized and registered having the following provisions:

1) **Eligibility**

a) Present employees in service of May 1, 1982, are eligible to join the plan. Employees hired after May 1, 1982 must join the Plan when the eligibility requirements set out herein have been met.

b) The eligibility requirements is:

- two (2) years of continuous uninterrupted service

2) **Contributions**

• employee will contribute 2% of their earnings  
 • the Company agrees to contribute 1% of the earnings of each eligible employee who chooses to join or is required to join the Plan.  
 • effective January 1, 1997 the Company will match the employees 2% contribution.

3) **Amount of Pension**

pensions will be that amount purchased by the combined employee/company contributions accumulated with interest, based on annuity rates at the retirement date of the member.

4) **Normal Retirement Age**

Employees will retire on the first day of the month coinciding with or next following the attainment of age 65.

**Early Retirement**

Employees may elect early retirement with consent of the Company.



Late Retirement

Employees may elect to defer retirement to age 71 with the consent of the Company.

5) Normal Form of Pension

The normal pension will be guaranteed for the lifetime of the retired member, however, a minimum guarantee period (eg. 10 - years) can be applicable. Some other options available:

- i) Life annuity only
- ii) Life annuity with 5 year guarantee
- iii) Joint and Survivor annuity
- iv) Joint and survivor annuity reducing on 1st death
- v) Life annuity with or without guarantee indexed to maximum of 6%.

**Pension** form chosen will be determined by the member based on current situation at retirement and can be purchased from any financial institution licensed to sell annuities in Canada.

6) Termination of Employment

The employee, upon termination of membership in Local 261, will receive all **of** his/her contributions with interest plus the vested employer contributions as determined by the following vesting schedule;

Completed years of service with the Company	% Vested Rights
Before 2 complete years of service	0%
After 4 complete years of service	100%

Cash refunds are payable to an employee 6 months after the effective termination of employment.

The above is subject to current government regulations regarding cash benefits upon termination of employment.

7) **Portability**

An employee will have full portability of benefits. After an employee is fully vested, all previously unvested contributions will be transferred to the employee's current hotel pension fund.

However, should an employee terminate before becoming 100% vested, the corresponding vesting percentage will be pro-rated amongst the hotels in which he/she was employed.

An employee whose employment is terminated for just cause and who is not reinstated will not be eligible for the portability benefit outlined herein.

8) **Administration**

An established, reputable life insurance carrier with a reputation for pension plan administration will be chosen to act as both money managers and plan administrators (trustees).

Appreciating the desire for representatives of Local 261 to be informed of vital correspondence such as fund management, payments of benefits, enrollments, etc. it is agreed that their representative (s) should be included in the receipt of such correspondence.

9) **Administration Fees**

All administration fees are to be paid out of the pension plan.

**APPENDIX "D"**

(Part-time Employees)

1. All employees scheduled and working *twenty-four* (24) hours or less per week will be considered part-time employees. The Articles, benefits in the Collective Agreement and the following amendments listed below shall govern part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and Appendix "A", "B", "E", and "F".

2. Part-time employees who are called in to work on any given day shall receive not less than four (4) hours pay.

3. Part-time employees in the active employ of the Company who qualify and who are not required to work on any holiday established under the Employment Standards Act of the Province of Ontario shall receive pay for such holidays(s).

In order to qualify for holiday pay, a part-time employee must have completed three (3) months continuous employment with the Company, have worked twelve (12) days in the thirty (30) day period preceding the holiday concerned and have worked his full scheduled shifts on each of the **work** days immediately preceding and immediately following the holiday concerned.

4. An eligible part-time employee in the active employ of the Company who is required to work on a holiday established under the Employment Standards Act of the province of Ontario may at the discretion of the Company be granted a day off with pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days prior to or thirty, (30) days subsequent to the holiday concerned. Employees shall receive one (1) week's advance notice or shorter notice if agreeable to both the Company and the employee. Pay for a day off in lieu of a holiday shall be computed on the basis of the number of hours such employee would have worked had there been no holiday at his regular straight time hourly rate of pay. If a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized work performed on the holiday at his regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Section 3 of this Schedule.

An employee shall qualify for a day off pay in lieu of a holiday in the same manner as set forth in Section 3 of this Schedule.

APPENDIX "E"

The Departments for seniority purposes are:

Telephone  
Bellperson/Doorperson  
Housekeeping & Laundry  
Kitchens & Stewards  
Bars & Lounges  
Capital Club Dining Room  
Restaurant  
Delta Club Lounge  
Room Service/Mini Bars  
Stores  
Maintenance  
Banquets  
Health Club

**APPENDIX "F"****Uniforms**

The parties agree to continue the past practice concerning uniforms and special clothing for the life of this agreement as follows:

The Company agrees to continue to supply and repair uniforms for those employees who are required to wear uniforms with the understanding that this covers the complete uniform including pants. The Company further agrees to replace uniforms on the condition that the old uniform has been turned in.

**APPENDIX "G"**  
(Sick Leave Allowance)

Full - time regular employees of the Company, on completion of one (1) year's continuous service shall be entitled to receive sick leave allowance subject to the following provisions:

1. All cases of sickness must be reported to the Department Head or General Manager on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.
2. The allowance for sick pay shall commence only after the third day of illness. Effective November 1, 1991, sick pay shall be paid on the third pay.
3. Employees shall be entitled to a total of ten (10) days sick pay **at** their regular rate of pay.
4. The yearly allowance under no circumstances shall be cumulative.
5. Sick leave allowance will not be granted to employees in cases of illness or accident which is compensable under the Worker's Compensation Act.
6. Sick leave allowance will not be paid for illness or accident which occurs within the vacation of an employee
7. Sickness must be proven by doctor's certificate
8. In doubtful cases, the Company reserves the right to appoint another doctor, other than the one providing the certificate, in order to establish the facts in the case.

**APPENDIX "H"**

1. Employees in the active employ of the Company who have completed three (3) month's continuous employment with the Company and who are not required to work on the holiday concerned shall receive pay for the following holidays.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	Employee's Anniversary
Heritage Day	of employment
if proclaimed	

If Heritage Day is not proclaimed there will be a paid Floater between January 15 and February 28 until Heritage Day is proclaimed.

Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at his regular straight time hourly rate of pay.

In order to qualify for holiday pay, the employee must work his scheduled shift immediately preceding and immediately following the holiday concerned. Subject to the foregoing, an employee who is laid off will receive any declared holidays which occur within seven (7) days of the day of lay-off.

2. An employee in the active employ of the Company who is eligible for paid holidays and who is required to work on one of the above holidays may, at the discretion of the Company, be granted a day off with pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. Employees shall receive one (1) week's advance notice or shorter notice if agreeable to both the Company and the employee. Pay for a day off in lieu of a holiday shall be computed on the basis of the number of hours such employee would have worked had there been no holiday at his regular straight time hourly rate of pay. A lieu day for



New Year's Day, Good Friday, Canada Day, Labour Day and Christmas Day shall be at the option of the employee.

3. If a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized work performed on the holiday as follows:

New Year's Day	)	
Good Friday	)	
Victoria Day	)	Holiday Pay as set out in
Canada Day	)	Paragraph one (1) plus time
Labour Day	)	and one-half for the hours
Thanksgiving Day	)	worked
Christmas Day	)	
Boxing Day	)	
Civic Holiday	)	Holiday Pay as set out in
Employee's	)	paragraph One (1) plus
Anniversary of	)	payment at the regular
Employment with the Hotel)	)	hourly rate for the hours
Heritage Day	)	worked.

4. If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at a time convenient of the Company or pay for the Holiday as provided herein.

APPENDIX "I"

VACATION PAY

1. The Company recognizes the need for rest and recreation on the part of its employees and has therefore provided the following vacation plan.
2. Employees will be paid at the time of starting their vacation, and all deductions usually made from the employee's earnings will be made from their vacation pay.

Service Requirements

- i) Less than one (1) year's continuous service
  - four percent (4%) of their earnings.
- ii) After completion of one (1) years' continuous service
  - two (2) weeks vacation with pay at four percent (4%) of their earnings.
- iii) After completion of five (5) years' continuous service
  - three (3) weeks vacation with pay at six percent (6%) of their earnings.
- iv) After completion of twelve (12) years' continuous service
  - four (4) weeks vacation with pay at eight percent (8%) of their earnings.

Consistent with the efficient operation of the Hotel, the granting of vacation will be by seniority.

APPENDIX "J"  
**APPLICATION FOR MEMBERSHIP AND CHECK-OFF AUTHORIZATION FORM**  
in the  
**HOSPITALITY & SERVICE TRADES UNION - LOCAL 261**  
Affiliated with the C.L.C., C.I.O., A.F.L.  
\*\*\*\*\*

Name: \_\_\_\_\_

Employed at: \_\_\_\_\_

I hereby request and accept membership in the Hospitality & Service Trades Union - Local 261, and promise to abide by the By-law of Local 261 and the Constitution of the International Union, and further authorize said Local 261 to represent me in any negotiations concerning my wages, hours, working conditions, and/or other employment matters with my employer.

As a condition of continuous employment, I agree to allow my employer to deduct from my earnings, monthly Union dues, assessments initiation and/or reinstatement fees.

I instruct my employer to deduct Union dues from my first pay check in each month and to remit said deductions no later than the last day of the month for which said monies were deducted, to H.S.T. - Local 261, in order to become and remain a member in good standing of the Union.

It is understood that the amount of dues and initiation fees is harmless for all deductions made, in accordance with this authorization form and the collective agreement.

**PLEASE PRINT**

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

NEXT OF KIN: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

JOB CLASSIFICATION \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_

Were you ever a member of this International? Yes \_\_\_\_\_ No \_\_\_\_\_

APPLICANT'S SIGNATURE \_\_\_\_\_

LETTER OF UNDERSTANDING

between

HOSPITALITY & SERVICE TRADES UNION,  
LOCAL 261

and

DELTA OTTAWA HOTEL & SUITES

The parties hereby agree that notwithstanding 13.02 b), when establishing ~~scheduling~~ of work within *the* classification, the following exceptions may apply:

- a) In the lounge department on evenings and weekends. the server does not have to be scheduled. This is not meant to extend the guarantees as provided in article 20.06.
- b) In the restaurant busboys shall be scheduled in accordance with service levels and current practice.
- c) In the last two weeks of December the month of January and the weeks preceding and following Easter weekend, the Company may combine the available work of the classification in the minibar/room service department and /or the bellman/doorman department in order to maximize the work opportunities of employees in those departments on the basis of departmental seniority.
- d) Kitchen.

Dated at OTTAWA THIS 11 DAY OF MAY 1995. 1995

*Jack Anthony*  
*Sh. Lutpal*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

LETTER TO THE UNION ON HOTEL LETTERHEAD

Dear Mr. Gralla:

We wish to confirm the following understandings reached during our recent negotiations:

1. The Hotel, the Union the Employees agree that minors and/or intoxicated persons must not be served alcoholic beverages. The above parties further agree that if an employee has a reasonable perception that a person is a minor and/or intoxicated, the employee shall raise the matter with the General Manager of his designee. Employees shall not be disciplined for refusing to serve a minor and/or an intoxicated person.
2. It is understood that controlled gratuities are included as "earnings" *for* the purposes of Income Tax, Unemployment Insurance, Workers' Compensation, Canada Pension Plan and Quebec Pension Plan.
3. The Hotel agrees that the current scheduling practices in the Hotel, to the extent that they are not inconsistent with the provisions of the Agreement shall be continued for the life of the Agreement.

With respect to the Housekeeping Department it is agreed that, to the extent that days off on weekends are available, they will be granted to the Room Attendants in order of seniority.

GOOD UNIONSHIP PLEDGE

I shall do everything in my power to be worthy of my union membership by:

- \* Promoting efficient services to the public, and the best interests of the Industry in which I am employed.
- \* Being completely fair and honest in presenting grievances.
- \* Helping my union willingly when called upon.
- \* Supporting my union leadership by never doing anything that will lose respect for my union.
- \* Attending union meetings and helping to make important decisions that will effect my union.

ATTENTION UNION MEMBERS

Has the Union office got your correct address and phone number? You have a responsibility to keep the office advised of your correct address and phone number.

Are your dues paid up? If you are two months in arrears in your dues, you are suspended from membership. Even though you are on check-off for dues, it is every member's duty to see that dues are paid up every month.

If you are on sick leave for an extended period, it is your responsibility to notify the union office right away. Members in good standing unable to work because of illness shall receive each month a dues stamp canceled "Sick" as a loan from Local 261. Such loan shall be repaid at the rate of one sick stamp per month when the member returns to employment.

**If** you are considering moving to another local or to any province in Canada or state in the United States, inquire about a travelling card which will help you find employment elsewhere.

If you are going to be out of the trade for any length of time, enquire about a withdrawal card.

Regular General Meetings  
are held on the  
third Monday at 8:00 p.m. in  
February, May, August, and November  
of each year, unless otherwise notified.