

**THIS AGREEMENT** made and entered into this 1S<sup>t</sup> day of

July 2015. **BETWEEN**

**HOSPITALITY & SERVICE TRADES UNION,  
LOCAL 261 Affiliated with the C.L.C.**

**Hereinafter referred to as**

**the "Union" OF THE**

**FIRST PART**

**- and -**

**CHATEAU OTTAWA  
HOTEL INC. (c.o.b. as  
Sheraton Ottawa Hotel)**

**Hereinafter referred to as the**

**"Company" OF THE**

**SECOND PART**

**NOW THEREFORE** the parties agree as follows:

# TABLE OF CONTENTS

## PAGE

ARTICLE 1- PURPOSE	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - UNION SECURITY	5
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - RELATIONSHIP	7
ARTICLE 6 - NO STRIKES - NO LOCKOUTS	8
ARTICLE 7 - REPRESENTATION	8
ARTICLE 8 - GRIEVANCE PROCEDURE	9
ARTICLE 9 - DISCIPLINARY ACTION	11
ARTICLE 10 - INDIVIDUAL DISCUSSION OF PROBLEM	12
ARTICLE 11- COMPANY AND UNION GRIEVANCES	12
ARTICLE 12 - ARBITRATION	12
ARTICLE 13 - SENIORITY	14
ARTICLE 14 - LEAVE OF ABSENCE	18
ARTICLE 15 - BEREAVEMENT LEAVE	19
ARTICLE 16 - BULLETIN BOARD	19
ARTICLE 17 - ACCESS TO PREMISES	19
ARTICLE 18 - LOCKERS AND DRESSING ROOMS	20
ARTICLE 19 - HOURS OF WORK AND OVERTIME	20
ARTICLE 20 - TEMPORARY TRANSFERS	23
ARTICLE 21- GENERAL	23
ARTICLE 22 - PRESENT & FUTURE LAWS	24
ARTICLE 23 - RESOURCE DEVELOPMENT FUND	24
ARTICLE 24 - APPENDICES	24
ARTICLE 25 - TERM	24
APPENDIX "A"	26
- WAGES, CLASSIFICATIONS, GRATUITIES & OTHER EARNINGS	
APPENDIX "B"- BANQUET GRATUITES	29
APPENDIX "C"- MEALS	30
APPENDIX "D" - HEALTH AND WELFARE BENEFITS	31
APPENDIX "E" - PENSION PLAN	32
APPENDIX "F" - PART-TIME EMPLOYEES	33
APPENDIX "G"- DEPARTMENTS FOR SENIORITY PURPOSES	37
APPENDIX "H- UNIFORMS AND FOOTWEAR	38
APPENDIX "I" - SICK LEAVE ALLOWANCE	39
APPENDIX "J" - STATUTORY AND OTHER HOLIDAYS	40
APPENDIX "K" - VACATION PAY AND LEAVE ENTITLEMENT	42
LETTER TO THE UNION	44
LETTER OF UNDERSTANDING	45

LETTER OF UNDERSTANDING RE: JOB TITLES AND DEFINITIONS	46
LETTER OF UNDERSTANDING RE: REGULAR SELLING PRICE	47
LETTER OF UNDERSTANDING RE: TAXABLE BENEFIT FOR MEALS	48
LETTER OF UNDERSTANDING RE: 15 % ABOVE MINIMUM WAGE PROTECTION	49
LETTER OF UNDERSTANDING RE: BARGAINING UNIT WORK	50

## **ARTICLE 1— PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company, its employees 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 2 - RECOGNITION**

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

- a) The parties agree that the Club Lounge shall be staffed by bargaining unit employees. Employees working in the Club Lounge shall be entitled to a four (4) hour guarantee of hours of work under Article 19.06, but the split shift assignment under Article 19.07 of this Agreement does not apply to these employees.

2.02 Whenever the male gender is used in this Agreement, it shall be understood to include the female gender and the singular shall include the plural and vice versa.

2.03a) Except as in accord with the Employer's past practice, persons 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 managers who assist in the performance of bargaining unit work may continue, provided such assistance does not result in a loss of hours for bargaining unit employees.

2.04a) 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 (7) weeks of employment immediately preceding the date that employee brings the matter to the attention of the employer. In the event that the individual has worked more than twenty-four (24) hours for four (4) or more of the seven (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 four (4) or more of the seven (7) previous weeks, the individual will be determined to be part time from the determining date forward.

Notwithstanding the above, for the purposes of determining entitlement to group insurance coverage only, the determination of an employee's status, i.e., as being full-time or part-time, shall be made at six (6) month intervals (January 1st and July 1st each year). If, during said six (6) month period an employee has worked an average of more than twenty-four (24) hours per week, the employee will be considered to be full-time. If, during said six (6) month period an employee has worked an average of twenty-four (24) hours or less per week, the employee will be considered to be part-time. "Worked" shall include paid vacation, paid sick leave, paid bereavement leave, paid statutory and other holidays, pregnancy and parental leave, leave while in receipt of WSIA benefits, and approved unpaid leave of absence based on their average hours worked for the prior seven (7) weeks, but it shall not include work performed by employees replacing an employee on any of the aforementioned leaves up to twelve months.

The Company shall provide the Union Office with a seniority list, by classification including status, within thirty (30) days of the date of ratification of this Agreement and on or before the 30th of January and July, as appropriate thereafter. The Union will be given two (2) weeks to review the status lists and raise any objections thereto. Thereafter, the list shall be deemed accurate until the next review period.

- b) Article 2.04(a) shall only apply to employees with six (6) or more months of seniority with the Company.

### **ARTICLE 3 - UNION SECURITY**

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

3.02a) Provided the Company complies with the written direction issued by the Union, the Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues.

- b) In the event the Union becomes aware of a shortfall in the collection and remittance of Union dues, the Union shall notify the Company in writing. This notification shall include, where the Union has the information, the total dollar amount of the shortfall and the employee(s) that the shortfall relates to. The Company shall thereafter make the required deduction from the affected employee(s) and make the remittance to the Union office. Where the Company has failed to comply, without cause, with the Union's notification for a period of more than sixty (60) days, the Company shall not make the required deduction from the affected employee(s), but rather will be responsible for making the payment to the Union office itself.

3.03 The Company shall deduct and remit the above mentioned monies to the Union Office as directed in writing, in accordance with the Union's By-laws, as amended from time to time, subject to the following:

- a) The Union agrees to provide a minimum of thirty (30) days advance notice, in writing, to the Company of any changes to the Union dues structure and/or the amounts to be collected and remitted by the Company. A copy of any such notice issued to the Company shall be posted on the Union bulletin board.

Should the Company fail to comply with Union's written direction to comply within sixty (60) days of same or without good reason, then the Company will be responsible for the remittance.

- b) Assessments or arrears shall be deducted and remitted on the next deduction period, unless otherwise directed by the Union.

3.04 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.

- 3.05 The Company further agrees that in the event of an employee being on vacation at the time of a regular deduction, such deduction shall be made from the employee's vacation pay.
- 3.06 In the event of a union member being absent due to illness, on the dues deduction pay, his dues shall be deducted from the first pay following his return to work.
- 3.07 The Company will provide a copy of the Collective Agreement to each new employee upon hire. The Company shall provide a copy of any subsequent amended Collective Agreement to all employees within thirty (30) days of the printing of the amended Agreement. The parties agree to share equally the cost of printing the Collective Agreement.
- 3.08 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues check off authorization, copies of which shall be forwarded to the Union Office. A copy of the Union's dues structure shall remain posted on the Union bulletin board for employees' reference.
- 3.09 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 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.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that, subject to the terms of this Agreement and as permitted by law, it is the exclusive function of the Company to:
- a) maintain order and efficiency;
  - b) hire, layoff and recall, classify, direct, transfer, promote, or to discharge, demote, suspend 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 twenty-one days (21) prior to implementation;
  - 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 of 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.

- e) should there be a claim that management has exercised its rights as referred to above in a manner that is contrary to this Agreement and/or the law the matter may be the proper subject of a grievance and dealt with as is hereinafter provided.

## ARTICLE 5 - RELATIONSHIP

5.01 The Company and the Union agree that there will be no discrimination, interference, restriction, limitation, coercion, harassment or intimidation exercised or practiced by either of them or their representatives or members because of an employee's involvement or activities in the Union or lack thereof.

5.02a) The parties agree to comply with the terms of the Ontario Human Rights Code, as amended, from time to time. For the purpose of clarity, this means that the parties acknowledge that there shall be no discrimination on either of their parts on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, and/or other reason(s) as set out under the Code.

- b) The Union and the Company recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Company, bargaining unit and non-bargaining unit employees will work together to honour the principles of respect and dignity. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of this provision.

The parties further recognize the benefits of being compliant with the employment equity principles of the Federal Contractors Program. The parties undertake to ensure that they remain compliant so long as doing so does not violate another provision of this agreement.

5.03 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.

5.04 The Union and the Company agree that the Shop Steward, local Union Representative(s) and members of the Management team will meet quarterly to discuss and review issues of concern in the Hotel. The respective agenda items for such meetings shall be exchanged between the parties at least one week in advance. The parties shall share the responsibility for chairing the meeting and shall jointly produce the Minutes of such



meetings as the meeting progresses, unless otherwise agreed. Time spent by Shop Steward to attend such meetings will be without loss of pay.

#### ARTICLE 6 - 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.

#### ARTICLE 7 - REPRESENTATION

7.01a) The Company acknowledges the right of the Union to appoint, elect or otherwise select four (4) Shop Stewards from amongst employees of the Company who have completed their probationary period of employment for the purpose of assisting employees in investigating, presenting grievances or potential grievances to the Company in accordance with the provisions of this Agreement and/or to perform other union related activities such as attending meetings with management, assisting employees in the interpretation of the Collective Agreement and resolving issues of concern in the workplace.

7.01 b) The Company agrees to provide, at no cost to the Union, a secure telephone line with voicemail features, for the exclusive use of the Union and the bargaining unit members for internal communications between them. The Company agrees to provide the Training Room, or another comparable meeting space, during regular office hours for a period of one (1) hour per week for the Shop Steward and/or the Union Business Representative to meet with members. Shop Stewards and/or Union Business Representatives will schedule such meeting time with the Manager of Human Resources, outside of his/her regular work schedule and will not be paid for time spent meeting with members.

7.02 The Union shall keep the Company notified in writing of the name(s) of their Shop Steward(s) and the effective dates of their appointments. For the purpose of communicating the name(s) of their Shop Steward(s) to employees, the names of the Shop Steward shall remain posted on the Union bulletin board.

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/her absence the General Manager or his/her designate. Such permission shall not be unreasonably withheld. When resuming their regular duties Shop Stewards will report again to their immediate supervisor, or in his absence the General Manager or his/her designate.

Pursuant to this understanding, the Company will compensate Shop Stewards for time necessarily spent during their work hours in investigating, presenting grievances or potential grievances and/or for performing other union related activities such as attending meetings with management, assisting employees in the interpretation of the Collective Agreement and resolving issues of concern in the workplace.

7.04 Where a Shop Steward and/or Union Executive Board member is scheduled to be on duty during the time in which a union meeting of the general membership of the bargaining unit is to be held on Company premises, he/she shall be permitted to attend such meeting without loss of pay.

7.05 The Shop Steward shall be given the opportunity to meet with new employees during working hours, in the Human Resources training room for a period up to fifteen (15) minutes for the purpose of familiarizing them with the Union and the Collective Agreement. Arrangements for such meetings will be made with the Manager of Human Resources.

## ARTICLE 8 - 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:

The term "working days" shall exclude Saturdays and Sundays and paid Public Holidays as recognized under this Agreement.

### **Step No. 1 (Immediate Supervisor, Department Head or Designate)**

If an employee has any complaints or questions which he/she wishes to discuss with the Company he shall take the matter up with his/her immediate Supervisor, Department Head or Designate (such Designate shall not be the Manager of HR), at the employee's option and may be accompanied by his/her Steward if he/she requests such assistance.

If such complaint or questions are not settled to the satisfaction of the employee concerned within seven (7) working days, then the following steps of the grievance procedure may be invoked in order. It is agreed that any resolution at this step of the Grievance Procedure shall be on a "without prejudice" basis and shall not conflict with the terms of this Agreement, except as the parties mutually agree.

#### Step No. 2 (Manager of Human Resources)

Within seven (7) working days after receiving the response from Step No. 1, or the date on which the response from Step No. 1 was due to be received, any employee having a grievance, or any one employee designated as a member of employees having a grievance, shall refer the grievance to the Union Office where it shall be reduced to writing and be presented to the Manager of Human Resources or his/her designate.

The grievance shall contain the name(s) of all employee(s) to whom it applies. The Manager of Human Resources or designate shall meet with the local Union Business Representative, Shop Steward and the grievor and provide an answer to the Union in writing within seven (7) working days after the meeting at Step No. 2.

#### Step No. 3 (General Manager)

If the matter is not settled at Step No. 2, the Union Business Representative shall take up the grievance in a meeting with the General Manager or designate within seven (7) working days after the Union receives the answer from the Manager of Human Resources or designate at Step No. 2.

The General Manager or designate shall meet with the Union Business Representative and deal with the grievance and provide an answer to the Union in writing within seven (7) working days after receiving it.

#### Step No. 4 — Referral to Arbitration

If the grievance is not settled within a further period of seven (7) working days after it has been presented to the General Manager or his/her designated representative, then, at the request of either party to this Agreement, the grievance may be referred to arbitration.

The request for arbitration must be made in writing within seven (7) working days after receiving the response from Step No. 3 or within seven (7) working days of the date the response from Step No. 3 was due to be received.

8.04 All time limits contained herein and in Article 9 and Article 11 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 by either of the parties within the respective time limits set forth above or such time limit as agreed upon by the parties, the grievance shall automatically proceed to the next step of the grievance procedure, including arbitration.

## ARTICLE 9 - DISCIPLINARY ACTION

9.01 a) No employee shall be disciplined or discharged without just cause.

b) The parties agree that a probationary employee may have their employment terminated where the employee is found not to be suitable for indefinite hire provided such termination is not arbitrary, discriminatory or in bad faith. The Company shall provide probationary employees with the general reason(s) for dismissal, in writing. A copy of which shall be forwarded to the Union office. Where there is a claim that such termination was arbitrary, discriminatory or in bad faith, the matter may be the proper subject of a grievance.

c) 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 (7) days and a copy shall be forwarded to the Union Office.

d) No bargaining unit employee shall terminate, suspend, issue a written/verbal warning to another bargaining unit employee or otherwise formally discipline another bargaining unit employee. Therefore, formal discipline shall only be applied by management personnel.

9.02 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.

9.03 All such cases shall be taken up within five (5) days and disposed of within ten (10) days of the date the employee is notified of his discharge, in writing, 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 receives written notification of discharge. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such case.

9.04 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.

9.05 a) No discipline 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 Shop Steward or the Union Business Representative. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union Office.

b) Any document or written statement related to disciplinary action that has been placed on the personnel file of an employee shall be removed from the file after sixteen (16) months from the date of the incident provided there has been no subsequent discipline of a like or similar nature during said sixteen (16) month period.

9.06 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.

9.07 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 10 - 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. Any without prejudice resolution shall not conflict with the terms of this Agreement.

#### ARTICLE 11- COMPANY AND UNION GRIEVANCES

11.01 If the Company wishes to file a Grievance, or the Union wishes to file a Group or Policy Grievance, the party wishing to grieve shall do so by mailing or faxing a copy of its grievance to the Union Office or Company, to the attention of the General Manager or the Secretary-Treasurer & Business Manager, as the case may be to a designated fax line, within thirty (30) working days of the occurrence of the event on which the grievance is based. If the matter is not resolved within thirty (30) working days, then the matter may be referred to arbitration in accordance with article 12 of the Agreement.

The term "working days" shall exclude Saturdays and Sundays and paid Public Holidays as recognized under this Agreement.

#### ARTICLE 12 - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, they shall make such a request in writing to the other indicating the name(s) of their nominee(s) as single Arbitrator.

12.02 It is the desire of both parties that grievances referred to arbitration be processed as efficiently and as expeditiously as possible. Therefore, in all cases of discipline, suspension and discharge a single Arbitrator shall be used.

- a) The Arbitrator will be selected by mutual agreement between the parties within fifteen (15) working days after the notice of intent is presented.

If the Arbitrator so selected is unable to hear the case within thirty (30) days, or on a date mutually acceptable to the Union and the Company, selection of another Arbitrator may be made.

- b) In the event the parties are unable to agree on an Arbitrator, one will be appointed by the Ministry of Labour.
- c) The Arbitrator so selected or appointed shall be empowered to attempt to mediate a settlement of the matter in dispute, prior to commencing the arbitration hearing.

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

12.04 The parties shall equally bear the costs of the Arbitrator.

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 Arbitrator 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 he/she may at his/her discretion modify any penalty which has been imposed on the aggrieved employee(s).

12.07 The Arbitrator shall hold a hearing as soon as possible and render a decision within thirty (30) days after the hearing. Said decision shall be final and binding amongst the parties.

12.08 In the event the hearing(s) are held on the Company's premises, the Company will absorb the costs for the hearing room. Where the hearing(s) are held off the Company's premises, the parties shall equally bear the costs of the facilities used.

## **ARTICLE 13 - SENIORITY**

### **Preamble**

For the purpose of article 13.02(d), lay-off means when a full-time employee is not anticipated to be or is not scheduled to work due to operational requirements for a one (1) week period (from Sunday to Saturday) or more.

#### **13.01 a) Classification Seniority:**

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 off
- 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 20.01
- layoff and recall (subject to the provision set out in 13.02(c) & (d))
- overtime (subject to the provisions set out in article 19.03(b))

#### **b) Company Seniority:**

Company seniority shall be based on length of service with the Company from the last date of hire, subject to Article 13 and shall apply to all other benefits set out in the Collective Agreement.

#### **c) Closure or Sale:**

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. For the initial thirty (30) days after such placement, the affected employees shall be scheduled in accordance with their previous classification seniority. If, after thirty (30) days in the new position the Company determines that the affected employees have the necessary ability to perform the work of the new position, the employee's full previous classification seniority will be recognized.

#### **13.02 a) Promotions & Demotions:**

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

**b) Scheduling:**

When establishing schedules of work, the Employer shall ensure all work within a classification is performed by bargaining unit employees within the respective classification in the Department, according to seniority. This article shall not give the employees the right to refuse assignment of work in another classification, as may be provided for elsewhere in this Agreement.

**c) Lay-Offs:**

Provided there are employees capable of performing the work in the classification in the Department concerned, the following layoff procedures of employees in the classification concerned shall apply;

- i) volunteers in the classification (in order of seniority) shall be laid-off first, then, in reverse order of seniority;
- employees on probation in the classification shall be laid-off, then;
- iii) part-time employees in the classification shall be laid off; then;
- iv) full-time employees in the classification, until the desired compliment of employees is attained.

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) Lay-Off Notice:**

The Company shall provide written notice of layoff or pay in lieu of notice thereof, as far in advance as possible but not less than two (2) weeks prior to the effective date of the layoffs that are expected to be greater than one (1) month in duration, and one (1) week for other layoffs except in situations outside the Company's control (acts of God, fire, flood, etc.). If such notice is not provided the affected employees will receive pay in lieu of notice. Any pay in lieu of notice shall be determined on the basis of an average of wages earned in the three (3) week period prior to the layoff.

This provision does not apply when there is a temporary reduction in a shift length or the number of shifts scheduled in a one week (Sunday to Saturday) period.

**13.03 Probationary Period:**

- (a) The parties agree that all new employees shall be on probation for a period of sixty (60) calendar days.



Notwithstanding the above, the parties agree that the orientation requirements for the banquet employees are not as complex as those for the other Departments. Therefore, the parties agree that the probation period as referred to above, shall commence for banquet employees after a one (1) week orientation period.

- (b) The parties agree that a probationary employee may have their employment terminated where the employee is found not to be suitable for indefinite hire provided such termination is not arbitrary, discriminatory or in bad faith. The Company shall provide probationary employees with the general reason(s) for dismissal, in writing. Where there is a claim that such termination was arbitrary, discriminatory or in bad faith, the matter may be the proper subject of a grievance.

#### **13.04 Loss of Seniority on Lay-off**

An employee shall lose all seniority and his/her employment deemed to have been terminated if he/she is laid-off for a period of fifty-two (52) weeks.

#### **13.05 Recall from Lay-Off:**

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/her intention to return to work, within five (5) days thereafter (Saturday, Sunday and declared Holidays 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 Seniority Lists:**

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 and on or before the 30<sup>th</sup> of January and July every year thereafter.

13.07 The Union office shall receive, within three (3) days of posting, a copy(s) of the seniority lists.

#### **13.08 Seniority, Illness or Injury:**

Employees absent due to illness or injury shall retain their seniority, but shall not accumulate seniority after the expiration of weekly indemnity entitlement or the expiration of twelve (12) months whichever occurs later, at which time the employee shall lose all seniority and his/her employment shall be deemed to have been terminated, save and except employees who have a handicap or disability within the meaning of the *Ontario Human Rights Code*, in which case, such employee shall not be subjected to the loss or reduction of any rights or benefits afforded him/her under the Collective Agreement.

### **13.09 Work Outside the Bargaining Unit:**

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/she 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 ninety (90) calendar days except in cases of a bargaining unit employee promoted to an acting position replacing an individual who is on pregnancy or parental leave in which case the period shall be an entire acting period and in cases of extended sick leave, for less than six (6) months.

### **Shop Steward, Lay-Off and Re-Call:**

In the event that an elected Shop Steward is laid off, he/she shall be the first on recall in his/her classification and Department.

### **13.10 Vacant Positions & Postings:**

- a) Where a full-time position becomes vacant within a classification having a complement of part-time employees, such full time position shall be offered to the existing qualified part-time employees within the classification, in order of seniority. Any resultant vacancy shall then be posted in accordance with article 13.11(b).
- b) The Company shall post all new positions and existing positions that become vacant and that the Company intends to fill, for a minimum period of seven (7) days, to allow bargaining unit employees the opportunity to express their interest in applying for such positions. A copy of all postings shall be forwarded to the Union Office within three (3) days of posting.

### **13.12 Change of Status: Full Time vs Part Time:**

If, due to a shortage of work, a full-time employee's status is changed to that of a part-time employee, such employee shall be deemed the most senior part time and placed on the top of the part time seniority list. 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.

### **13.13 Creation of New Classification(s):**

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.

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 Personal Leave**

The Company may grant 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 practicable. The Company agrees to reply in writing 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, the employee shall lose all seniority and his/her employment shall terminate. If an employee utilizes a leave of absence for purposes other than those for which the leave of absence may be granted, or is absent for three (3) consecutive scheduled shifts without notifying the Company, without reasonable explanation to the Company, the employee shall lose all seniority and his employment shall be deemed to have terminated. The Union shall be notified of leave of absences in excess of thirty (30) days.

### **14.02 Pregnancy and Parental Leave**

The Company agrees to grant employees a leave of absence due to pregnancy and/or parental leave, in accordance with the provisions of the *Employment Standards Act*, as amended.

### **14.03 Union Leave — Negotiations, Union Conventions and Seminars**

Leave of absence will be granted to not more than three (3) employees, each from a different Department, who have been elected by the Union membership as a delegate to attend a Union Convention or Seminar upon one (1) weeks' notice to the Company, and to not more than four (4) employees each from a different Department, who have attained seniority and who have been selected by the Union to attend meetings or negotiations for a Collective Agreement or renewal thereof.

### **14.04 Jury Leave**

Where an employee is required to serve on a jury or is required to attend a legal proceeding under summons or subpoena, other than an arbitration, Labour Board hearing or where he/she is the accused, he/she shall be permitted to do so without loss of pay or benefits. The amount of wages to be paid by the Company shall be adjusted as required to offset any monies received as compensation by the employee for such attendance. Where the attendance is required by the Company for a matter in which the Company is a party, such time spent by the employee shall be considered as time worked.

## **ARTICLE 15 - BEREAVEMENT LEAVE**

### **15.01 Full-Time Employees**

Full time employees who have completed their probationary period shall be entitled to receive four (4) days' leave of absence and will be paid their regular rate for each scheduled work day that occurs within such four (4) day period:

- a) In the event of death in an 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, grandparent and grandchild, step parents and step child. With respect to the step parents and step child, the employee must reside with the step child and step parents in order to be entitled to this leave.
- b) In the application of this Article the Company agrees to recognize "common-law" and "same sex" relations in the same fashion as relations by way of "marriage" are recognized.

In order to qualify for the foregoing leave of absence, upon request 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.

- c) Where the burial does not take place at the same time as the period of leave granted pursuant to a) above, one (1) day of said leave may be delayed to allow the employee to attend the burial service.

### **15.02 Part-Time Employees**

Part-time employees who have completed their probationary period shall be entitled to receive four (4) days' leave of absence and will be paid four (4) hours regular pay for each scheduled day that occurs within such four (4) day period in the event of death of those individuals listed above.

## **ARTICLE 16 - 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.

## **ARTICLE 17 - ACCESS TO PREMISES**

17.01 No more than two official representatives of the Union shall be permitted to enter the Company's premises, upon informing the Company of such visits. The Union agrees that the visits of such official representative 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 18 - 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 Shop Steward and the employee if available shall be present. If either the Shop Steward or the employee is not available then the Company shall request the presence of the Union Business Representative.

## **ARTICLE 19 - HOURS OF WORK AND OVERTIME**

19.01 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, unless otherwise specified herein.

19.02 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.

19.03a) 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 (40) hours per week and eight (8) hours per day.

**b)** **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.

**c)** 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) 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.

- d) 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 19.03 (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.
- e) At the employee's option, overtime shall be compensated in one of the following manners:
  - i) Pay, subject to statutory deductions; or
  - ii) Compensatory time off in lieu, converted to the straight-time equivalent. (i.e. 8 hours overtime = 12 hours time off in lieu)

19.04 There shall be no pyramiding of overtime.

19.05 Each employee shall be allowed one (1) fifteen (15) minute paid rest period in each four (4) hour work period which shall be scheduled as close to the mid-point of the four hour period as possible and such time shall be regarded as time worked. Each employee scheduled for a five (5) hour shift or more shall be allowed a one-half (1/2) hour meal period during each shift. Such meal period shall not be regarded as time worked.

19.06a) Once a full time employee reports to work on his regularly scheduled shift, he shall receive guaranteed pay for eight (8) hours, save and except servers in the dining rooms, lounges, and banquets 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, the first two weeks of January, the weeks proceeding and following Easter weekend, and the Winter break in Ontario (1 week) in March, the following shall apply:
  - i) The Company shall continue to schedule full time employees by seniority, using the current practice of maximizing hours, and in accordance with 19.06(a) above, however, where operational requirements result in a reduced work assignment consisting of fewer than the number of guaranteed hours in 19.06(a) above, said reduced hours will be offered to employees by seniority. Such reduced hours shall not be fewer than four (4) hours.

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

- ii) 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.
  - c) Notwithstanding the above, the parties agree that the last room attendant scheduled, who does not have work equivalent to the daily room assignment (based on the hotel occupancy), shall have the option to accept the available rooms and to be paid for the greater of the actual time worked or four (4) hours.
  - d) The Company shall establish work schedules in a manner so as to ensure the available hours of work are maximized, by seniority. Subject to operational requirements, the Company shall also endeavor to ensure that Monday to Friday work schedules are maximized, by seniority.
  - e) The Company shall maximize work for employees by first offering all hours within the employee's classification, based on classification seniority. If necessary, the Company may then compel employees to work hours required in the classification, in reverse order of seniority.
- 19.07 a) Split shift assignments shall be confined to gratuity employees, and shall be confined to not more than two (2) tours of duty to a maximum total eight (8) hours work within a spread of twelve (12) hours in any one day.
- b) Where the time between two tours of duty of a split shift exceed one (1) hour, the Company shall pay to the affected employee(s) a premium in the amount of five dollars (\$5.00) for each such occurrence.
- 19.08a) The Company shall post weekly schedules by 5:00 p.m. Thursday prior to the commencement of the work week for which it applies. Such schedules shall not be construed as a guarantee of hours of work per week, except as otherwise provided by this Agreement. All employees are responsible to ensure they apprise themselves of their schedule for the following week. Employees shall be advised by the Company of any changes to the schedule that are made after the schedule as been posted.

For purpose of scheduling during the holiday season, the Company shall post the schedule for the period of December 24<sup>th</sup> to January 2<sup>n</sup>d 2 weeks in advance.

- b) Except for Room Attendants, changes to the work schedule of an employee's scheduled work week requires forty-eight (48) hours notice in advance in order to compel an employee to report to 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 not later than forty-eight (48) hours outlined above. For Room Attendants, the notice period referred to above shall be not less than twenty-

- iii) 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

four (24) hours in advance. Where such notice was not received the employee will receive eight (8) hours pay

- ç) 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 dialed 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 twenty-four (24) hour notice and will so verify in writing.

19.09 When an employee is directed by the Company to attend a staff meeting during working hours, the 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. When an employee is directed by the Company to attend a staff meeting on a day off, the employee shall be paid three (3) hours at time and one half (1.5) for attendance at the meeting.

The Company shall notify employees at least forty-eight (48) hours in advance of staff meetings.

## **ARTICLE 20 - TEMPORARY TRANSFERS**

20.01 Employees temporarily assigned to a higher rated classification in excess of two (2) 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 21- GENERAL**

### **21.01 Individual Agreements**

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 11.

### **21.02 Breakage**

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



### 21.03 Responsibility

When an employee is authorized to cash cheques, honor credit cards or credit amounts, he/she will not be held responsible for any losses, provided he/she has followed written Company policy. Where an employee assumes personal responsibility of cashing cheques, honoring credit cards or credit accounts, contrary to written Company policy or without receiving prior authorization from his/her Supervisor, he/she will be held responsible. The Company shall, however, attempt to recover any losses from the client before implementing recovery action against the employee.

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

### 21.05 Termination of Employment

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

## ARTICLE 22 - PRESENT & FUTURE LAWS

22.01 Unless the terms and conditions set out in this Agreement or any part thereof are found to be in violation of existing and/or future laws, said terms and conditions shall remain in full force and effect for the duration of the Agreement. Any term that is in conflict shall only be inoperative or modified to the extent necessary to resolve the conflict.

## ARTICLE 23 - RESOURCE DEVELOPMENT FUND

23.01 Effective ratification, the Company agrees to contribute the sum of eight cents (\$0.08) per hour worked by the bargaining unit members, per month to the Union's Resources Development Fund. Effective July 1, 2016 this amount will be increased to nine cents (\$0.09).

## ARTICLE 24 - APPENDICES

24.01 The appendices attached hereto form a part of the Collective Agreement

## ARTICLE 25 - TERM

25.01 This Agreement shall become effective on the 1st day of July 2015 and shall remain in full force and effect until June 30th, 2018, 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.

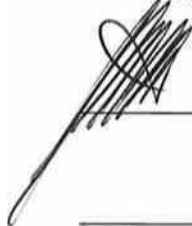
Wage increases shall be retroactive to July 1, 2015. All other terms of the Collective Agreement shall take effect upon ratification of the agreement.

**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.

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE COMPANY**

  
\_\_\_\_\_  
\_\_\_\_\_

V3-Ve-44C01.--

71/115<sup>D-</sup> 1, tavi el 6  
r) JAL

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

## APPENDIX "A"

### WAGES, CLASSIFICATIONS, GRATUITIES AND OTHER EARNINGS

#### Wages

The scale of wages are considered minimum scales and do not prohibit the Company from granting merit increases to more proficient employees. The Company shall notify the Union in writing of any employee(s) receiving a merit rate and the amount of same.

It is understood that controlled gratuities are included as "earnings" for the purposes of Income Tax, Employment Insurance, Workplace Safety & Insurance, Canada Pension Plan and Quebec Pension Plan and calculation of vacation pay.

#### Hiring Rate:

Probationary employees shall be paid one dollar (\$1.00) less than the wage in effect for the classification from time to time, which amount shall not be less than minimum wage. Upon successful completion of the probationary period the contract rate shall apply.

#### Hotel Classification Schedule

Wages - increases effective as follows:

<b>Job Classification</b>	<b>July 1/15</b>	<b>Jan 1/16</b>	<b>July 1116</b>	<b>Jan 1/17</b>	<b>July 1117</b>	<b>Jan 1118</b>
<b>&amp; Rate of Pay</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.25%</b>	<b>1.50%</b>
<b>CLASSIFICATION</b>						
<b>Rooms Division</b>						
*Guest Service Attendant	\$13.91	\$14.05	\$14.19	\$14.37	\$14.55	\$14.77
General Maintenance	\$22.71	\$22.94	\$23.17	\$23.46	\$23.75	\$24.11
Houseperson	\$18.47	\$18.65	\$18.84	\$19.08	\$19.32	\$19.61
Linenperson	\$18.47	\$18.65	\$18.84	\$19.08	\$19.32	\$19.61
Shift Maintenance	\$28.11	\$28.39	\$28.67	\$29.03	\$29.39	\$29.84
Parlor Attendant	\$18.32	\$18.50	\$18.69	\$18.92	\$19.16	\$19.45
Room Attendant	\$19.54	\$19.74	\$19.94	\$20.19	\$20.44	\$20.75
Seamstress / Tailor	\$19.60	\$19.80	\$20.00	\$20.25	\$20.50	\$20.81
Telephone Operator	\$18.85	\$19.04	\$19.23	\$19.47	\$19.71	\$20.01
<b>Food &amp; Beverage</b>						
'Banquet Captain	\$15.46	\$15.62	\$15.78	\$15.98	\$16.18	\$16.42
*Banquet Porter	\$17.71	\$17.89	\$18.07	\$18.30	\$18.53	\$18.81
'Banquet Server	\$13.38	\$13.51	\$13.65	\$13.82	\$13.99	\$14.20
'Club Lounge Attendant	\$13.38	\$13.51	\$13.65	\$13.82	\$13.99	\$14.20
Chef De Partie	\$26.47	\$26.73	\$27.00	\$27.34	\$27.68	\$28.10

Wage increases shall be retroactive to July 1, 2015. All other terms of the Collective Agreement shall take effect upon ratification of the agreement.

Commis	\$23.17	\$23.40	\$23.63	\$23.93	\$24.23	\$24.59
Commis Tournant	\$25.72	\$25.98	\$26.24	\$26.57	\$26.90	\$27.31
*Composite Bartender	\$16.34	\$16.50	\$16.67	\$16.88	\$17.09	\$17.35
*Food Server	\$13.38	\$13.51	\$13.65	\$13.82	\$13.99	\$14.20
Ware Washer Supervisor	\$20.72	\$20.93	\$21.14	\$21.40	\$21.67	\$22.00
*Room Service Server	\$13.38	\$13.51	\$13.65	\$13.82	\$13.99	\$14.20
Short Order Cook	\$21.42	\$21.63	\$21.85	\$22.13	\$22.41	\$22.75
Ware Washer	\$18.33	\$18.51	\$18.70	\$18.93	\$19.17	\$19.46

\*Denotes Gratuity Earners

Retroactive Pay: to July 1, 2015.

Note: All other terms of the Collective Agreement shall take effect upon ratification of the Agreement.

**Gratuities & Other Earnings:**

**Shift Premium:**

A shift premium equal to one dollar (\$1.00) per hour worked shall be paid to employees where the majority of their hours of work occurs between the hours of 2300 hrs. and 0700 hrs.

**Maintenance Pager Premium:**

When a maintainer is required to carry the duty pager he will be compensated \$50.00 a day for this service. Should the maintainer be required to attend any matter outside regular working hours, he shall be paid overtime rates.

**Room Service Guarantee:**

There shall be an automatic gratuity in the amount of fifteen percent (15%) added to the pre tax total of all goods and services delivered by Room Service. The amount of the gratuity shall be paid to the employee making the delivery.

**Restaurant Gratuity Guarantee:**

Where a party of ten (10) or more persons is served, the Company shall levy an automatic gratuity charge in the amount equal to fifteen percent (15%) of the pre-taxed total of the invoice, under a Master billing agreement, one-hundred percent (100%) of which shall be paid to the bargaining unit employee(s) providing the service. The Company agrees to continue to provide written notice to Hotel/Restaurant guests that the menu prices do not include gratuities.

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

### **Complimentary Items and Group Items**

The Company shall pay to the employees a gratuity of fifteen percent (15%) for complimentary items, group items and/or packaged meals based on the established food portion of the package, complimentary item or group item, as amended from time to time. The Company will continue the practice of paying a fifteen percent (15%) gratuity on gift certificates provided to bargaining unit members.

### **Tour Baggage:**

The parties agree to maintain the current practice with respect to distribution of tour baggage charges.

The employee shall receive \$3.75 per bag one way effective January 1, 2017.

### **Training:**

The Company will pay a "training" premium of one dollar (\$1.00) per hour to any bargaining unit Employee that the Company assigns the training function. The Company shall determine the length of the training period. Employees who are being trained shall not receive gratuities during their training shifts.

## APPENDIX "B"

### BANQUET GRATUITIES

#### Banquet Gratuities:

- a) The Company may add a gratuity to the invoice pre-tax selling price of food, wine service and other beverages sold in the banquet department. Invoice pre-tax selling means the price that the client is charged before taxes. The Company shall guarantee a payment of fourteen point two-five percent (14.25%) directly to the employees.
- b) Notwithstanding (a) above, in the event the Company elects to discount a meal to a client from the regular selling price, the Company will top-up the gratuity portion to fourteen point two-five percent (14.25%) of the regular selling price.
- c) Effective on the date of Ratification, Employees will receive one hundred percent (100%) of fourteen point two-five percent (14.25%). The method of distribution shall be in accordance with the formula agreed upon by the parties during negotiations as outlined herein. The formula shall be applied on a bi-weekly basis. This distribution formula shall remain in effect for the life of the Agreement.
- d) The Union shall have full access upon request to any and all relevant documentation related to banquet gratuities. The Company shall post an accounting of the gratuity pool and distribution of same on each pay day, a copy of which shall be sent to the Union.

#### Banquet Gratuity Distribution:

Employee Ratings:	<b>Banquet Porter</b>	0.55
	Server	0.95
	Captain	1.10

#### Formula:

Employee rating multiplied by their hours worked over the distribution period divided by the sum of the ratings multiplied by the total hours worked by all employees over the distribution period, multiplied by the total employee share of the gratuity revenue for the distribution period.

It is also noted that "hours", as referred to in this formula, are to be "capped" at eight (8) hours for any given shift. Therefore, for the purpose of calculating gratuity entitlement, no employee will be credited with working more than eight (8) hours in any given shift.

Employees shall not receive gratuities during their orientation period.

## APPENDIX "C"

### MEALS

All employees working a shift of five (5) consecutive hours or more shall be entitled to receive a complimentary staff meal at no charge. In accordance with Revenue Canada Guidelines, each employee working a shift five (5) hours or more shall have their T4 Income Tax Receipt charged with a taxable benefit equal to three dollars (\$3.00) per shift worked to a maximum of fifteen dollars (\$15.00) per week, or as otherwise in accordance with Revenue Canada Guidelines, as amended from time to time.

## APPENDIX "D"

### HEALTH AND WELFARE BENEFITS

All eligible employees who have completed three (3) months continuous employment with the Company will be enrolled in the Group Health and Welfare Plans in accordance with the terms and conditions of the Plan or Plans.

1. The Employer shall contribute effective January 1, 2017 - 82% of the premium cost of the Group Health and Welfare Benefits Plan and the Employees shall pay 18%. Effective January 1, 2018 the Company shall contribute 85% and Employees shall pay 15%.
2. The Employer will move bargaining unit members to the Sheraton Corporate Plan as a separate class.
3. The Employer will provide the same benefits as members currently receive save and except Short Term Disability Benefits (Weekly Indemnity) which shall be provided in accordance with the Sheraton Corporate Plan.
4. The Sheraton Corporate Plan for Short Term Disability Benefits includes an Employment Insurance top-up plan. The Employer pays 95% of the weekly income for the two (2) week waiting period for Employment Insurance and after the mentioned waiting period, the Employee shall be entitled to a top-up of Employment Insurance Benefits to 66.7% of his or her weekly income.

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.



## **APPENDIX "E"**

### **PENSION PLAN**

#### **1. Eligibility**

All full-time employees must join the Plan after completion of two (2) years of continuous uninterrupted service and part time employees may join the Plan after two (2) years of continuous uninterrupted service.

#### **2. Contributions**

Employees will contribute a percentage (%) of their earnings, as follows:

January 1, 2017	3.50%
-----------------	-------

The Company agrees to contribute a percentage (%) of the earnings of each eligible employee, as follows:

July 1, 2017	3.50%
--------------	-------

#### **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. Early Retirement**

Employees may elect early retirement.

#### **Late Retirement**

Employees may elect to defer retirement in accordance with the terms of the Pension Plan and income tax legislation. No further contributions may be made to the Plan by either party after December 31<sup>st</sup> of the calendar year of the employee's 69<sup>th</sup> birthday, or such later age as is permitted by the *Income Tax Act*, as amended from time to time.

#### **5. Normal Form of Pension**

The normal pension will be guaranteed for the lifetime of the retired member, however, a minimum guarantee period (e.g. 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

Wage increases shall be retroactive to July 1, 2015. All other terms of the Collective Agreement shall take effect upon ratification of the agreement.

- 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	% Vested
With the Company	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 within the member hotels. 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.

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

9 Administration Fees

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

## APPENDIX "F"

### PART-TIME EMPLOYEES

- 1 All employees regularly 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, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Appendix "A", "B", "C", "G", "II", and "K".

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 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 holiday(s).

In order to qualify for holiday pay, a part-time employee must have worked his/her **full** scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned, and, if they are scheduled to work on the holiday they must do so as well. Employees will be entitled to payment for the holiday in accordance with the formula provided for in the *Employment Standards Act*, as amended from time to time.

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 with pay in lieu of a holiday in the same manner as set forth in Section 3 of this Schedule.

5. A part-time employee's return to work following a period of sick leave absence in excess of three (3) working days shall be conditional upon his supplying, upon request, a medical certificate from a qualified medical practitioner indicating that he is fully capable

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

of performing his duties or of performing modified duties offered by the Company. The Company shall pay the cost of the medical certificate.

Where the Company feels a part-time employee's absenteeism is excessive, the Company reserves the right to request a medical certificate from that employee at anytime. The Company agrees to pay the cost of the medical certificate.

In doubtful cases involving part-time employees, 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. The Company agrees to pay the costs charged by the appointed physician.

## APPENDIX "G"

### DEPARTMENTS FOR SENIORITY PURPOSES The

Departments for seniority purposes are:

Banquets  
Bar / Restaurant  
Guest Services  
Housekeeping  
Kitchen  
Maintenance  
Room Service  
Telephone  
Club Lounge

## APPENDIX "II

### UNIFORMS AND FOOTWEAR

#### Uniforms:

The parties agree to continue the past practice concerning uniforms and special clothing for the life of this Agreement except that the Company further agrees to also provide shirts/blouses to banquet employees.

- a) 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. The Company further agrees to replace uniforms as required based on normal wear and tear, on the condition that the old uniform has been returned.
- b) Uniforms shall be provided free of charge to all employees in accordance with Starwood Standards.
- c) Upon termination of employment, employees shall return their uniform to the Company.
- d) The Company shall provide a footwear allowance to all employees in the amount of seventy-five dollars (\$75.00) annually. The company shall set the standard for appropriate footwear. For those employees required to wear CSA-approved safety footwear (general maintenance, banquet porters and housepersons) the Company shall provide a safety footwear allowance of one hundred and fifty dollars (\$150.00) annually.

Effective January 1, 2017 the Company shall provide a footwear reimbursement allowance to all employees in the amount of one hundred dollars (\$100.00) annually. The footwear allowance does not limit the number of shoes purchased and shall include footwear soles. The Company shall set the standard for appropriate footwear. For those employees required to wear CSA-approved safety footwear (general maintenance, banquet porters and housepersons) the Company shall provide a safety footwear allowance of one hundred seventy-five dollars (\$175.00) annually.

## APPENDIX "I"

### SICK LEAVE ALLOWANCE

Full time regular employees of the Company, on completion of six months' (6) continuous service shall be entitled to receive sick leave allowance subject to the following provisions:

1. All absences as a result of sickness or non-compensable injury must be reported to the employee's Supervisor, Department Head or General Manager on the first day of absence within a period of three (3) hours prior to the normal reporting time of the employee concerned, or as soon as possible thereafter.
2. Entitlement of sick leave allowance shall commence on the second day of the sick leave absence and continue to be paid on consecutive days thereafter until the employee becomes entitled to benefits under the "Short Term Disability Plan" or until the employee's sick leave allowance entitlements are exhausted, whichever occurs first.
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 case of illness or accident which is compensable under the *Workplace Safety and Insurance Act*.
6. Sick leave allowance will not be paid for illness or accident which occurs within the vacation of an employee.
7. The Company may request that an employee substantiate a sick leave absence with a doctor's certificate for absences in excess of three (3) consecutive shifts. The Company will pay the cost of the medical certificate. The medical certificate shall indicate that the employee was seen by the physician during the period of illness.

Where the Company feels absenteeism to be excessive, the Company reserves the right to request a medical certificate at any time. The Company agrees to pay all costs associated with such a request.

The Company, at its discretion, may require that the employee's treating physician provide information with respect to current limitations, restrictions and prognosis for regular attendance at work.

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 this case. The Company agrees to pay all costs charged by the appointed physician.



## APPENDIX "J"

### STATUTORY AND OTHER HOLIDAYS

- 1 All Employees in the active employ of the Company and who are not required to work on the holiday concerned shall receive pay for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Employee's Anniversary of Employment	1 Floater Day

Holiday pay for full-time employees 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.

Holiday pay for part-time employees shall be computed on the basis of the formula set out in the Ontario *Employment Standards Act*, as amended from time to time.

An employee has no entitlement to holiday pay if he/she fails, without reasonable cause, to work all of his/her regularly scheduled days of work before the holiday and/or all of his/her first regularly scheduled days of work after the holiday and/or if he/she fails to report for his/her scheduled shift on the holiday concerned. Subject to the foregoing, an employee who is laid off will receive any declared holidays which occur within seven days of the day of lay-off.

An employee who is eligible to receive paid holidays pursuant to this Article and who are required to work on a paid holiday may, at the employee's option;

- i) be paid at the rate of time and one-half (x 1.5) for all hours worked on the holiday plus receive the holiday pay referred to in 1 above, or;
  - ii) be paid the rate of time and one-half (x 1.5) for all hours worked on the holiday plus receive a paid day off in lieu of the holiday to be taken at a time chosen by the employee within one hundred and twenty days (120) days of the holiday, provided the employee gives the Company at least one week advance written notice of his choice of day off in lieu of the holiday.
3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.

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 to the Company or pay for the Holiday as provided herein.

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

## APPENDIX "K"

### VACATION PAY AND LEAVE ENTITLEMENT

#### 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.

#### VACATION SCHEDULING:

The choice of vacation period(s) within each Department shall be determined by classification seniority.

On or before January 1st each year, the Company shall post a vacation leave schedule for no fewer than two (2) months. Following this posting period, employees shall be asked, by seniority, within their respective Department, to select their vacation period. Any requests for vacation leave during the aforementioned two (2) month period shall be granted by seniority.

Where, due to operational requirements, the Company deems it necessary to limit the number of employees, that may be on vacation at any particular time, seniority will determine the employee that will be granted such particular time off for vacation. However, there shall be no "black out" periods (i.e. on a Department basis, there will be no periods where no employee(s) shall not be granted vacation leave.)

Preference in scheduling vacation shall be given first to full-time employees then to part-time employees.

Employees electing not to exercise their seniority when asked during this canvassing period shall be by-passed. Thereafter, such employees shall be permitted to request vacation leave for those weeks remaining available on the schedule, at the time of the employee's request. Approval for such requests shall be subject to the Company's operational requirements and shall not be unreasonably withheld.

Once selected and approved, there shall be no bumping on the vacation schedule.

3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.

SERVICE REQUIREMENTS:

SERVICE REQUIREMENTS:

- i) Less than one (1) years' 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 ten (10) years' continuous service — four (4) weeks vacation with pay at eight percent (8%) of their earnings.
- v) After completion of twenty (20) years' continuous service — five (5) weeks vacation with pay at ten percent (10%) of their earnings.

Note 1: The above vacation leave benefits shall apply to part-time employees.

Note 2: For the purposes of this Agreement, the term "earnings" shall include controlled gratuities, but no other gratuities.

LETTER TO THE UNION ON HOTEL LETTERHEAD

Dear Ms. Grella:

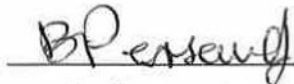
We wish to confirm the following understandings reached during our recent negotiations:


The Hotel, the Union and 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 or his designee. Employees shall not be disciplined for refusing to serve a minor and/or an intoxicated person.

FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

FOR THE COMPANY

  
\_\_\_\_\_

  
\_\_\_\_\_

3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.




LETTER OF UNDERSTANDING

between  
HOSPITALITY & SERVICE TRADES UNION, LOCAL 261  
and  
CHATEAU OTTAWA HOTEL INC.  
(c.o.b. as Sheraton Ottawa Hotel)

The parties, hereby, agree that, when establishing schedules of work within the classification, not withstanding 13.02 b), the following exceptions may apply:

- a) In the Bar / Restaurant Department, a server does not have to be scheduled. This is not meant to extend the guarantees as provided in Article 19.06.
- b) With respect to the application of Article 13.02 b) in the Kitchen Department, the Company shall maintain the current practice with respect to the performance of work within a classification.

FOR THE UNION



  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

v-4

,,c'i DLL

i2v) 1,2rd2-€401e---

FOR THE COMPANY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.

LETTER OF UNDERSTANDING

between

HOSPITALITY & SERVICE TRADES UNION, LOCAL 261

and

CHATEAU OTTAWA HOTEL INC.

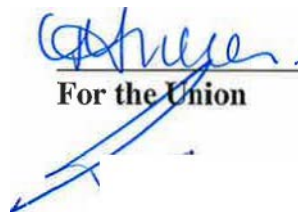
(c.o.b. as Sheraton Ottawa Hotel)

In the application of the provisions of the Collective Agreement found at Appendix "A", under the heading "Complimentary Items and Group Items" and/or "Banquet Gratuities", when determining the "regular selling price" on which said gratuities shall be based, the parties agree as follows:

- a. Where possible, the "regular selling price" on which said gratuities shall be based, shall be those listed in the hotel's published catering menu.
- b. In the event the food and beverages for any particular function vary from those listed in the hotel's published catering menu, the "regular selling price" shall be based on the published catering menu prices for a comparable menu.
- c. In the event that the menu for any particular event is "customized" to meet the client's needs and there is no comparable menu listed in the hotel's published catering menu, representatives of the Union and of the Hotel shall meet to determine the "regular selling price" of such menu on which said gratuities shall be based.
- d. If after applying the above, the parties are unable to agree on the "regular selling price", on which to base gratuities, for any particular function, such dispute may be referred by either party to the grievance/arbitration process in accordance with the Collective Agreement.

Dated at Ottawa, Ontario, this the   a   day of   April  , 2016

  
\_\_\_\_\_  
For the Company  
Pam Lyntaine

  
\_\_\_\_\_  
For the Union

WV<sub>Q-72eSLA</sub>

(6 1, c p, No Le(

1-ai

3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.

LETTER OF UNDERSTANDING

between

HOSPITALITY & SERVICE TRADES UNION, LOCAL 261



and

CHATEAU OTTAWA HOTEL INC.  
(c.o.b. as Sheraton Ottawa Hotel)

TAXABLE BENEFIT FOR MEALS

To confirm the parties' understanding with respect to Appendix B Meals, in the event that the company is audited and Canada Revenue Agency indicates that the taxable benefit for meal allowances must increase, the Union agrees that the increased taxable benefit, as determined by Canada Revenue Agency, shall take effect immediately upon receipt of the findings of the audit from Canada Revenue Agency.

FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
B. Persaud  
Jodie Lisch  
Ryszard Lange

FOR THE COMPANY

  
\_\_\_\_\_  
Pam Fontaine  
\_\_\_\_\_



LETTER OF UNDERSTANDING

between

HOSPITALITY & SERVICE TRADES UNION, LOCAL 261

and

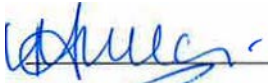

CHATEAU OTTAWA HOTEL INC.

(c.o.b. as Sheraton Ottawa Hotel)


15 % ABOVE MINIMUM WAGE PROTECTION

The lowest hourly rated wage in the Collective Agreement shall not be less than 15 % more than the minimum wage as provided for in the *Employment Standards Act* of Ontario as amended from time to time. This provision does not apply to gratuity earning classifications.

FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
B. Persaud  
\_\_\_\_\_  
Jefi<sup>d2</sup> Singh  
\_\_\_\_\_  
Ryszard Lange  
\_\_\_\_\_

FOR THE COMPANY

  
\_\_\_\_\_  
Pamela Linton  
\_\_\_\_\_  
\_\_\_\_\_

3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.

LETTER OF UNDERSTANDING

between

HOSPITALITY & SERVICE TRADES UNION, LOCAL 261



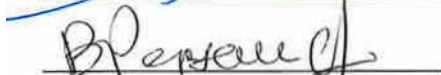

and

CHATEAU OTTAWA HOTEL INC.  
(c.o.b. as Sheraton Ottawa Hotel)

BARGAINING UNIT WORK

1. Management shall always schedule a bartender in the bar when the bar is open.
2. If two (2) bartenders are scheduled in the bar at the same time, a server shall be scheduled, except during the thirty (30) minute shift turnover period.
3. Management will not do bargaining unit work except as permitted by Article 2.03 (a), (b), (c) of the Collective Agreement.
4. Coffee service at the Starbucks coffee station will be assigned to all server. All servers will be responsible for the service, set up and clean up of the station. If the servers are unavailable or at the request of the servers, the supervisor shall be entitled to assist in serving customers once the Starbucks has been set up and the station opened. All gratuities from the Starbucks operation shall be paid to the servers doing the set up, service and cleanup. The Company shall also be entitled to ask the bartender to work part of the hours of the station after his arrival if the servers are not available.
5. The parties agree that the Company should avoid situations in which manager performs bargaining unit work as set out and subject to Articles 2.03 (a), (b), (c) of the Collective Agreement. In applying this principle, while searching for an available bargaining unit employee in the classification or while waiting for a bargaining unit employee in the classification who has been called in to report to work, the manager may perform bargaining unit functions, as necessary, while waiting for that employee.
6. The Company and the Union agree to establish a Committee that will discuss ways to avoid circumstances in which managers need to perform bargaining unit work. The Committee shall meet as necessary during the life of the Collective Agreement. The Committee shall consist of equal representation of employer and bargaining unit representatives.

FOR THE UNION

P 5zoci—dL ei e

FOR THE COMPANY


The Company will provide the Union with a job definition for such new position(s). If the Union disagrees with the wage rate the grievance procedure shall apply.