

**THIS AGREEMENT made and entered into this**

**1st day of July 2008**

**BETWEEN :**

**1214078**

**OTTAWA MARRIOTT**

Hereinafter referred to as the "**Company**"

**OF THE FIRST PART**

- and -

**HOSPITALITY AND SERVICE 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 1**        **PURPOSE**

- 1.01**            The general purpose of this Agreement is to establish mutually satisfactory relations between the Company, its employees and/or the Union, and to maintain a high standard of service in the Hotel, and to provide procedures 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.
- 1.02**            It is the mutual desire of the parties to ensure that only the highest standards of service are available for guests whenever they utilize the Hotel and/or its services. The Company, the Union and the employees pledge their commitment to provide this level of service.
- 1.03**            The Union and the Company recognise that all workers in the hospitality industry are proficient and qualified deserving of the highest regard and as such, the parties agree that the continued success and operation of the Company's hotel is dependent upon the mutual respect of everybody's work. The Union, the Company, bargaining unit and non-bargaining unit employees will work together with respect and dignity and will work towards eliminating and preventing workplace violence and threats of any kind.

**ARTICLE 2**        **RECOGNITION**

- 2.01**            The Company recognises that the Union is the sole and exclusive bargaining agent for all employees of the Company, save and except supervisors, persons above the rank of supervisor, office and sales staff (including front desk clerks, front desk cashiers, payroll clerks, accounting clerks, audit department staff, reservations clerks, secretaries and security staff).
- 2.02**            Whenever the male gender is used in this Agreement, it shall be understood to include the female gender.
- 2.03**            **a)**    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 bona fide emergency situations due to illness, unexpected absenteeism, tardiness, unreported 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 staff shortages.

**b)** Notwithstanding the above, bargaining unit work that is currently being performed by persons in the employ of the Company not subject to the collective agreement shall be permitted to continue. The performance of such work by non-bargaining unit persons shall not be expanded beyond the current practice (s).

## 2.04

**(a)** Where an issue arises with respect to the full-time 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 or the employer brings the matter to the attention of the employee. In the event that the individual has worked more than 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 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.

An employee shall become entitled to receive benefits as a result of full time status determination following a three (3) month waiting period.

**(b)** Notwithstanding the above, for the purpose of determining eligibility for 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-month intervals (January 1<sup>st</sup> and July 1<sup>st</sup>). If, during said six-month period an employee has worked an average of twenty-four (24) hours or more per week, the employee will be considered to be full time. If, during the six-month period, an employee has worked an average of less than twenty (24) hours per week, the individual will be considered part time.

The Company shall provide the Union with a "status" seniority list, by classification, on or before the thirtieth (30<sup>th</sup>) of January and July, as appropriate. The Union shall 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.

The above provision shall not be applied in cases where the employee's status is known to be full-time.

**(c)** In the application of (b) above, an employee must work a minimum of three (3) months in the preceding six (6) month period in order for the

above noted calculation to apply. Where an employee has worked three (3) months or more within the preceding six (6) month period, the average number of hours he worked will be determined based on the average number of hours worked per week by the employee over the actual period of time he worked within the said six (6) month period.

### **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.
- 3.02** a) Provided the Company complies with the written direction from the Union, the Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues, fees, fines and/or assessments.
- 3.02** b) In the event of a shortfall in the collection and remittance of Union dues, the Union shall notify the Company in writing addressed to the Director of Human Resources. The notification shall include, where the Union has the information, the total dollar amount of the shortfall and the name of 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 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 union dues to the Union as directed in writing, in accordance with the Union's by-laws. Where the directions cannot be implemented, the parties agree to meet and discuss alternate methods of implementation, so long as this does not result in any additional cost to the Company. Said dues to be remitted to the Union within fifteen (15) days following each pay period.
- 3.04** The Company further agrees that in the event of an employee being on vacation or other paid leave of absence at the time of a regular deduction, such deduction shall be made from the employee's vacation pay or regular pay.
- 3.05** In the event of a union member being on an absence without pay through a complete pay period (s) due to illness or non-compensable injury, any

outstanding dues shall be deducted from his first pay following his return to work unless otherwise agreed by the Union.

**3.06** The Company will provide one copy of the collective agreement to each new employee at the time of hire and will provide one copy of any subsequent amended collective agreement to all employees within thirty (30) days of receiving them from the printer. The Company and the Union shall share equally the cost of printing the collective agreement.

**3.07** The Company shall furnish each new employee, at the time of hire, a check off authorisation form for signature. New employees shall not be placed on the work schedule and shall not perform work until this requirement is met. A copy of the form shall be forwarded to the Union office.

**3.08** The Company hereby agrees to limit the use of agency personnel in the banquet department. The Company agrees to continue to practice of offering all hours, including overtime, to existing employees (banquet department first then throughout the hotel) prior to bringing in agency personnel. The Company further agrees that controlled gratuities shall not be paid to any agency or any person working for the agency. Such gratuities shall be used exclusively for distribution to bargaining unit members.

The Company may utilize persons from an outside agency to augment the Company's employee complement only in situations where there are insufficient bargaining unit employees available to work a particular banquet function. In such an event, the Company shall ensure that, as a condition of its contract with the Company, the outside agency shall compensate the Union.

Effective the date of ratification, a fee of \$2.95 per shift per agency person contracted to the Company.

Effective January 1, 2009, a fee of \$3.00 per shift per agency person contracted to the Company.

Effective January 1, 2010, a fee of \$3.10 per shift per agency person contracted to the Company.

Effective January 1, 2011, a fee of \$3.20 per shift per agency person contracted to the Company and remitted to the Union office in accordance with the written direction of the Union.

The Company shall make reasonable efforts to ensure that there is an adequate complement of hotel staff for the needs of the banquet/catering departments.

**ARTICLE 4****MANAGEMENT RIGHTS****4.01**

The Union acknowledges that, subject to the terms of this Agreement and as is 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, to discharge, demote, suspend or otherwise discipline any employee who has attained 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 ten (10) days prior to their 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.

**4.02**

It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of the Agreement.

Any claim that the Company has exercised its management rights in a manner that is inconsistent with this Agreement and/or the law may be the proper subject matter of a grievance and dealt with as is hereinafter provided.

**ARTICLE 5**                    **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, unless otherwise provided for under the terms of this Agreement.
- 5.02**                    The parties agree that there shall be no discrimination, interference, restriction, limitation, coercion, harassment or intimidation exercised or practised by either of them or their representatives or members because an employee's involvement or activities in the Union
- 5.03**                    The parties agree to comply with the terms of the Ontario *Human Rights Code*, as amended. 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 age, race, colour, sex, place of origin, sexual orientation, creed, national origin, political or religious affiliation, citizenship, physical handicap, marital or family status and/or other reason(s) set out under the Code.
- 5.04**                    The Union and the Company agree that the Shop Stewards, Local Union Representatives and the Human Resources Director, and or her designate, will meet as required on a quarterly basis 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. Attendance at the said meetings by the Shop Stewards shall be considered time worked.
- 5.05**                    The Company agrees to provide, at no cost to the Union, a secure telephone line with voice mail features, for the exclusive use of the Union and the bargaining unit members.

**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**

**7.01**            The Company acknowledges the right of the Union to appoint, elect or otherwise select six (6) 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 and to perform other Union related tasks.

**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 therefore will not leave their regular duties to perform union-related tasks without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate.

Granting of such permission shall be at the reasonable discretion of the immediate supervisor, or in his absence, the General Manager or his designate. In determining whether to grant permission for such request, the Company shall assess the urgency of the circumstances and the impact upon operational requirements. When it is determined that no detrimental impact on the Company's operation's shall result, such permission shall be granted.

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 authorized time necessarily spent during their work hours in dealing with grievances and Union related tasks.

**7.04**            Shop Stewards and/or Union Executive Board members shall be released from duty for the time required to attend any on-site Union meeting of the general membership of the bargaining unit to a maximum of one (1) meeting per quarter, without loss of pay, provided his attendance will not adversely affect the Company's operation.

**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 (5) 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 shall be accompanied by his Steward if he requests such assistance.

If such complaint 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 formal steps of the grievance procedure may be invoked in order.

Any complaint or grievance settled at this Step of the Grievance Procedure shall be on a "without prejudice" basis and shall not conflict with the terms of this Agreement or any applicable law.

**Step No. 2 :**

Within five (5) days of receiving the response from Step 1 or the date on which the response from Step 1 was due to be received or where Step 1 was by-passed, within five (5) days of the date of the incident giving rise to the grievance occurred, an employee having a grievance or any one employee who is designated as a member of a group of employees having a grievance shall take the grievance up with the Steward. The Steward shall refer the grievance to the Union Local where it shall be reduced to writing and presented to the Director of Human Resources or designate within seven (7) days of the date of the

incident giving rise to the grievance. The grievance shall contain the names of all the employees who have the same grievance.

The Director of Human Resources or his designate shall deal with the grievance and provide his answer to the Union in writing within five (5) days after he receives the grievance, giving the reason(s) for their decision.

**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 receiving the answer from the Director of Human Resources or Designate.

The Hotel Manager or his designate shall deal with the grievance and provide his answer to the Union in writing within five (5) days after he receives the grievance, giving the reason (s) for their decision.

If the grievance is not settled then at the request of either party to this Agreement, the grievance may be referred to arbitration. The referral to arbitration must be made in writing within five (5) days after receiving the response from Step 3 or within five (5) days of the date the response from Step 3 was due to be received.

**8.04** All limits contained herein and in Article 8, 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 limits as agreed upon by the parties, the grievance shall proceed to the next step of the grievance procedure, including arbitration.

**ARTICLE 9****DISCIPLINARY ACTION**

- 9.01**
- a) An employee who has completed his probation period shall not be disciplined or terminated without just cause.
  - b) No bargaining unit employee shall discipline another bargaining unit employee.
  - c) The union acknowledges that the dismissal of a probationary employee may be carried out for reasons less serious than what would be justified for a non-probationary employee and may be carried out at the discretion of the Company at any time during the probationary period. The grievance procedure shall not apply to employees who have not attained seniority unless there is a claim that said decision to terminate is arbitrary, discriminatory or in bad faith.
  - d) No discipline can be taken against any employee regarding a violation of a Company rule or regulation where such rule or regulation was not explained to the employee.
- 9.02** Where an employee has been discharged or suspended, he shall have the right to an interview with 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. The employee shall also be given the appropriate documentation for employment insurance purposes.
- 9.03** Any grievance relating to suspension or discharge shall be filed at Step 3 within five (5) days from the date the Union receives the written reasons for the suspension or discharge. Receipt of the written reasons shall be proven by means of a facsimile confirmation.
- 9.04** Grievances alleging unjust suspension or discharge may be settled by confirming the Company's actions 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 taken after (10) days of the date of the incident giving rise to the discipline or after ten (10) days from the day the Company could reasonably have become aware of the circumstances giving rise to the discipline. Furthermore, 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 the Union Steward or Union Business agent, within said ten (10) day period. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union.

**b)** Any such adverse entry made on an employee's file shall be removed no later than nine (9) months following the date of the incident.

**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 resultant settlement that may be concluded without the knowledge or assistance of the Local Union shall be on a without prejudice basis and shall not conflict with the terms of this Agreement.

**ARTICLE 11**                    **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, faxing or otherwise delivering a copy of its grievance to the Union or Company, as the case may be, within fifteen (15) 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 8 nor shall any grievance be filed with 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 12**      **ARBITRATION**

- 12.01**      When either party refers a grievance to arbitration, they shall make such referral in writing to the other in accordance with article 8.03 Step 3 indicating the name (s) of their nominee (s) to act as a single arbitrator.
- 12.02**      **a)**      The arbitrator will be selected by mutual agreement between the parties within fifteen (15) working days after the date of the referral. In the event the parties are unable to agree on an arbitrator within the said fifteen (15) working day period, one will be appointed by the Ministry of Labour.
- (b)**      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.
- (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 authorised 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 arbitrator may, at his 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 upon the parties.

**12.08** In the event that the grievance is adjusted in favour of the employee, redress applied shall include compensation for any loss of earnings that resulted from his attendance at the arbitration hearing.

**ARTICLE 13**                    **SENIORITY**

**Purpose:**                    The purpose of seniority is to afford preference 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 off
- vacation preference
- promotions and demotions (subject to the provisions set out in 13.02a)
- 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 20.01
- layoff and recall (subject to the provision set out in 13.02 b)
- right to be offered overtime

**b)**        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)**        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 endeavour 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 recognised after thirty (30) days in the new department.

**13.02**                    **a)**        **(i)** All vacancies within the bargaining unit and all newly created positions within the bargaining unit shall be posted for a minimum period of four (4) days, one of which shall fall on a weekend. Should the Company not intend to fill a vacancy it shall meet and discuss with the Union the reasons that do not necessitate the filling of the vacancy.

Should the Union not be satisfied with the reasons provided, the matter may be referred to the grievance procedure.

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

Provided a member of the bargaining unit has applied for the position and has the basic qualifications to do the work, the Company shall offer the work to a member of the bargaining unit before a person outside the bargaining unit.

If a successful candidate is found from within the bargaining unit, he shall be placed in the position within thirty (30) calendar days of his being selected.

Notwithstanding the above, 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 part time employees within the classification, in order of seniority. Any resultant vacancy shall then be posted.

**(ii)** Any vacancies which the Company intends to fill or newly created positions outside the bargaining unit shall be posted for a minimum period of four **(4)** days when at least one of those days falls on a weekend to allow bargaining unit employees the opportunity to apply. The Company shall determine, at its discretion, which applicant it shall appoint to the vacancy or new position and this decision shall not be subject of a grievance.

**(b)** Provided there are employees capable of 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:

- volunteers, in order of seniority, then

in reverse order of seniority:

- employees on probation in the affected classification;
- part time employees in the affected classification;
- full time employees in the affected classification



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.

**c)** The Company shall provide written notice of lay off to full time employees, as far in advance as possible but not less than two (2) weeks prior to the effective date of the lay off except in situations outside of the Company's control (acts of God, fire, flood, snow storm, etc). Where said notice is not provided the affected employees shall receive pay in lieu of said notice.

The Company shall provide written notice of lay off to part time employees as far in advance as possible but not less than two (2) weeks prior to the effective date of the lay off except in situations outside the Company's control (acts of God, fire, flood, snow storm etc.) No monetary penalty shall be assessed where said notice is not given.

- 13.03** Seniority shall become effective after the completion of a minimum of thirty (30) shifts of work or sixty (60) calendar days, whichever occurs first, unless extended by mutual agreement of the parties.
- 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 fifty-two (52) weeks.
- 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 be provided with copies of the seniority lists within ten (10) days of the most recent posting.

- 13.08** Employees absent due to illness or non-work related injury shall retain their seniority but shall not accumulate seniority after the expiration of weekly indemnity benefit entitlement or the expiration of twelve (12) months, whichever occurs later, after which time the employee shall lose his seniority and his 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 employees shall not be subject to the loss or reduction of any rights or benefits afforded him under this Agreement.
- 13.09** 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 for not more than five (5) months, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.
- 13.10** 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 in the department.
- 13.11** 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 two (2) additional months. Thereafter the employee shall have the option of maintaining said benefits provided the employee pays the premium.
- 13.12** If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification, job content and the wage rate being proposed by the Company. If the Union disagrees with the wage rate the grievance procedure shall apply.

**ARTICLE 14**            **LEAVE OF ABSENCE**

- 14.01** The Company may grant a leave of absence without pay and without loss of seniority to an employee for personal reasons up to six (6) months. All requests for such leaves of absence shall be in writing as far in advance as practicable. 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 authorised 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 utilises a leave of absence for purposes other than those for 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** “Pregnancy and Parental leave shall be granted in accordance with the Employment Standards Act”.

Upon the birth and/or adoption of a child, the Company agrees to grant a leave of absence, with pay, for a period of one (1) week, to the spouse who does not qualify for leave under the Employment Standards Act.

**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 six (6) 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.

**14.04** The Company shall grant a leave of absence with pay to an employee who, on a day where he otherwise would have worked his scheduled hours is required to:

**a)** serve on a jury, the Company shall pay the difference between any amount received from the court for such service and the amount the employee would have otherwise have received had he worked.

**14.05** In addition to any other unpaid leave to which the employee may be entitled, where circumstances beyond the control of the employee, including the need to care for a member of the employee’s immediate family who is ill prevents an employee from reporting to work, the employee shall be entitled to leave without pay, to a maximum of seven (7) days, per year. The employee shall advise the Company at the earliest opportunity of the need for such leave.

## **ARTICLE 15**

### **BEREAVEMENT LEAVE**

**15.01** 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 of their regularly scheduled work day that occurs within such four **(4)** day period.

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 or grandparent or grandchild, step parents or step children.

Where the burial does not take place at the same time as the period of leave granted pursuant to the above, an additional one (1) day leave of absence with pay, if the employee was scheduled to work that day, shall be granted to allow the employee to attend the burial service.

In the application of this Article, the Company agrees to recognize “common-law” relations in the same fashion as relations by way of “marriage” are recognized.

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 department head.

## **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. Pursuant to the current practice, all such notices must be signed by the proper officer of the local Union, and submitted to the Director of Human Resources for posting. Should the Director of Human Resources have a concern with the notice, he shall discuss the matter with the Union representative.

## **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, after 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 Union Steward or the employee, if available, shall be present.

**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.
- 19.02            The standard workweek 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 workweek.
- 19.03            **a)**        Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of forty (40) hours per week, eight (8) hours per day, and five (5) consecutive days in the same work week.

Employees shall be paid overtime at the rate of two times their regular hourly rate for all hours worked after 6:00 pm (18:00 hrs) to midnight on Christmas Eve and New Year's Eve.

Unless faced with an extreme staff shortage situation, the Company shall not compel any employee to work on a scheduled day off or during authorised vacation periods. Should an employee be compelled to work on a scheduled day off or during an authorised vacation period, overtime premiums shall be paid for all such hours worked.

**b)**        Where the period of rest between an employee's finishing time from one shift, including overtime worked, and their starting time for their next scheduled shift is fewer than eight (8) hours, the employee shall be paid overtime at the rate of time and one-half the employee's regular rate for all hours worked during said next scheduled shift.

**(c)** For employees who reside in an area where public transit is provided, but which is not available as a consequence of the Company scheduling the employee's start or finish time prior to commencement of transit service or following the cessation of transit service, the Company shall reimburse for the taxi fare, where the employee is required to utilize a taxi service to report to work or to return home.

**(d)** Where there is a period of less than eight (8) hours between an employee's finishing time one shift (including overtime) and his start time for his next shift, the employee shall, subject to availability, be offered overnight accommodations at no cost to the employee.

#### 19.04

**(a)** The full time employees may select one of the following options for the manner in which he is compensated for overtime worked:

- i) pay, which shall be subject to statutory deductions.
- ii) accumulated and gross amount owed deposited into the employee's individual RRSP account.
- iii) compensatory time off in lieu (at straight time equivalent).

**(b)** In the application of the a)(ii) above, full time employees shall elect twenty (20) calendar days prior to the beginning of each calendar year which of the above options they wish. Said election shall be provided to their immediate supervisor in writing and containing all relevant RRSP information. Failure to make an election will result in the Company applying option a) i) above. If through the application of this article, a participating full time employee's RRSP contributions reach the maximum allowable pursuant to Canada Revenue Agency guidelines, the full time employee shall immediately advise the Company and thereafter the payment of overtime will automatically revert to option a) i) for the balance of the year.

**(c)** There shall be no pyramiding of overtime.

#### 19.05

Each employee shall be allowed one (1) fifteen (15) minute rest periods in each four (4) 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. The timing of the meal period shall be as close to the mid point of the employee's shift but subject to operational requirements. Under no circumstances shall an employee be required to work more than five (5) consecutive hours without receiving a meal period. Such meal period shall not be regarded as time worked.

- 19.06** The Company recognizes, when establishing schedules of work, that employees within a particular classification have first right, by seniority, to the available hours of work within their classification, before any other classification.
- a)** Once a full time employee reports to work on his regularly scheduled day, he shall receive guaranteed pay for eight (8) hours (including Starbucks), save and except servers and bartenders in dining rooms and lounges who shall receive six (6) guaranteed hours. Part-time employees shall receive four (4) guaranteed hours.
- (b)** The parties acknowledge that the Company's current practice to establish schedules of work such that work opportunities are maximized up to eight (8) hours of work per day by seniority.
- 19.07**
- (a)** Split shift assignments shall be confined to servers in the food and beverage department 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. The Company shall endeavour to minimise the assignment of split shifts.
- (b)** With the exception of employees working in Merlot, where the time between two segments of a split shift exceed one (1) hour, the Company shall pay to the affected employees a premium of five dollars (\$5.00) for each occurrence where the time between the two segments of a split exceed one (1) hour, exclusive of the one-half (1/2) hour meal period.
- 19.08**
- a)** The Company agrees to post weekly schedules no later than 7:00 pm every Wednesday for the upcoming work week.
- b)** Changes to the work schedule which result in a reduction of an employee's scheduled work week requires notice forty-eight (48) hours 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. Communication shall be deemed to be received if the phone call made by the hotel is no later than forty-eight (48) hours outlined above.

Where the required advance notice of a cancellation of a shift or a reduction of hours is not provided, the employee shall receive pay for all earnings he would otherwise have received had his schedule not been changed.

c) Where an employee refuses three (3) scheduled work assignments in any thirty (30) calendar day period, the employee shall be deemed to have abandoned his employment, except where the employee provides proof of sickness or accident satisfactory to the Company or other reasonable explanation for his inability to do so.

d) In any event where a change to the posted schedule is made subsequent to the posting of the schedule, the Company shall notify the affected employee(s) of the change(s) to the schedule.

19.09 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 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 four (4) regular hours' pay.

## **ARTICLE 20**

### **TEMPORARY TRANSFERS**

20.01 Employees temporarily assigned to a higher rated classification for two (2) hours or more 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. This provision is not intended to apply to frequent or ongoing work requirements, save and except for replacement coverage for rest and/or meal periods.

## **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 authorised 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 authorisation from Management, he will be held responsible. Before taking recovery action against the employee, the Company shall attempt to recover the loss from the client/guest.

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

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

**21.06**                    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.

**21.07**                    The Company will not remove the drinking water dispenser or fan(s) from the laundry room.

**21.08**                    **Present and future laws**

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.

**21.09**                    For the purposes of this Agreement, "days" means working days unless otherwise specified, and working days excludes Saturdays, Sundays and Statutory/Paid Holidays.

**ARTICLE 22**            **RESOURCE DEVELOPMENT FUND**

**22.01**                    On the date this Agreement is ratified, the Company agrees to henceforth contribute premiums in the amount of five (\$0.05) cents per hour worked by an employee to the Union's Resource Development Fund.

**ARTICLE 23**            **APPENDICES**

**23.01**                    The appendices attached hereto cover and form a part of the Hotel's Collective Agreement with the Union.

**ARTICLE 24**            **TERMINATION**

**24.01**                    This Agreement shall remain in full force and effect July 1, 2008 until June 30, 2012, and shall continue in effect **from** year to year thereafter, unless either party shall give written notice of not more than ninety (90) calendar days and not less than thirty (30) calendar 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 authorised representatives as of the date and year first above written.

**OTTAWA MARRIOTT**

**UNION**

\_\_\_\_\_  
Daniel Laliberté

\_\_\_\_\_  
Frank Grella

\_\_\_\_\_  
Karen Grella

\_\_\_\_\_  
Johanne Hotte

\_\_\_\_\_  
Keith Stanton

\_\_\_\_\_  
Diane Copping-Lebeau

\_\_\_\_\_  
Anoup Reehal

\_\_\_\_\_  
Jason Ferguson

\_\_\_\_\_  
Caroline Cote

\_\_\_\_\_  
Matt Asselin

## **APPENDIX "A"**

### **WAGES AND CLASSIFICATIONS**

The basic hourly rates contained in this Schedule are minimums. The Company reserves the right to grant individual merit increases which shall not in any way obligate the Company to grant a general increase. The Union will be notified in writing of any such merit increases issued and the amount of same.

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

### **MINIMUM WAGE**

The lowest hourly rate in the Collective Agreement shall not be less than fifteen percent (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.

### **TRAINING**

The Company and the Union agree that employees that are properly trained with the appropriate skill set leads to high standards of service excellence. The Company has an interest in recruiting and retaining skilled employees. The Union recognises that the Company expects employees to share its commitment to quality and guest service. Therefore, training is based on reciprocal obligations: the Company undertakes to provide training and employees undertake to accept any and all training opportunities. It is also incumbent on employees to come forward and identify any deficiencies in their skill set. In this regard the Company will designate employees as trainers and to use these employees for the purpose of training new and existing employees.

The Company agrees to provide to the Union a complete list of designated trainers and training program they will implement.

### **TRAINING PREMIUM**

The Hotel will pay a "training" premium to Hotel designated sponsor trainers in the amount of one dollar (\$1.00) per hour while training new employees. The Hotel will provide the Union with the names of the Hotel's sponsor trainers

## **TOUR BAGGAGE GRATUITY**

There shall be an automatic tour baggage gratuity levied on all bus tours in the amount of:

July 1,2008:	\$3.00 per bag/per way – for all new contracts post ratification
July 1,2009:	\$3.25 per bag/per way
July 1,2010:	\$3.50 per bag/per way

## **VALET PARKING**

Employees providing valet parking services shall receive a gratuity in the amount of three dollars and fifty cents (\$3.50) per guest per day per vehicle that is parked via valet parking. In and out privileges do not attract an additional gratuity.

## **OVERNIGHT PREMIUM**

Where the majority of an employee's hours worked fall between 23:00 hours and 07:30 hours, an overnight premium of one (\$1.00) dollar per hour shall be paid to that employee for all hours worked on that shift.

## **RESTAURANT GRATUITY GUARANTEE**

The Company will continue to print at the bottom of menus "Taxes and gratuities not included". All business coupons will indicate "Gratuities not included".

Where a party of ten (10) or more persons is served in the restaurant outlets (Toulouse Bistro or Merlot), the Company shall levy an automatic gratuity charge in the amount equal to fifteen percent (15%) of the pre-taxed total of the invoice, one hundred per cent (100%) of which shall be paid to the bargaining unit employee(s) providing the service.

For group functions in the restaurant outlets (Toulouse Bistro or Merlot) where gratuities are a fixed percentage, and where a discount is given, the gratuities shall be calculated at the current retail menu price for all food and beverage sales.

## **RATES AND FAVOURS/ROOM SERVICE GRATUITY**

The Company agrees to pay a gratuity of fifteen percent (15%) of the Company's cost of the item being delivered as a rate/favour to the employee making the delivery. The cost of such items has been pre-determined by the Company.

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 entire amount of the gratuity shall be paid to the employee making the delivery.

### **COT, CRIB & PULL OUT BED PREMIUM**

The Company shall pay a \$1.00 per day premium for each cot, crib and/or pull out bed serviced by either the Room Attendant, Houseperson or Cleaner.

### **EMPLOYEE PARKING**

The Company shall make every reasonable attempt to negotiate a discounted parking rate for employees with the parking lot operator.

### **HEALTHCLUB**

Employee use of the Hotel's Health Club facilities shall continue to be provided as per past practice.

### **CONTRACTORS**

The Company agrees to seek bids from union contractors for any major renovations at the Hotel. The Company agrees to include union contractors in addition to any non union contractors in the bidding for contracts over twenty-five thousand dollars (\$25,000.00). Nothing herein precludes the Hotel from selecting any contractor following the bidding process for any reason. This provision does not apply to contractors who have been retained during the last twelve (12) months. **An** Arbitrator shall have no jurisdiction to entertain any grievance arising out of the selection of contractors.

**APPENDIX "A"****Wages**

Effective July 1, 2008	=	3.5%
Effective July 1, 2009	=	3.5%
Effective July 1, 2010	=	3.5%
Effective July 1, 2011	=	3.5%

<b><u>CLASSIFICATION</u></b>	<b>July 1, 2008</b>	<b>Aug 29/08</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>	<b>July 1, 2011</b>
	<b>Adjustment</b>				
Room Inspector Attendant	17.06	17.26	17.86	18.49	19.14
Room Attendant	16.03	16.23	16.80	17.39	18.00
Houseperson	15.53	15.73	16.28	16.85	17.44
Laundry Attendant	15.53	15.73	16.28	16.85	17.44
Cleaners	15.53	15.73	16.28	16.85	17.44
Seamstress	16.89	17.09	17.69	18.31	18.96
<b><u>Kitchen:</u></b>					
1st Cook	22.13		22.90	23.71	24.54
2nd Cook	19.57		20.25	20.96	21.70
3rd Cook	18.00		18.63	19.29	19.97
Cook's Helper	17.09		17.69	18.31	18.96
Ware/Potwasher	15.23		15.76	16.32	16.90
Receiver	17.51		18.12	18.76	19.42

<b><u>CLASSIFICATION</u></b>	<b>July 1, 2008</b>	<b>Aug 29/08</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>	<b>July 1, 2011</b>
	<b>Adjustment</b>				
<b><u>Dining Room/All:</u></b>					
Host/Hostess	17.21		17.81	18.44	19.09
Server	11.24		11.63	12.04	12.47
BusPerson	14.60		15.11	15.64	16.19
Captain (Merlot)	12.64	12.84	13.29	13.76	14.25
<b><u>Beverage Production:</u></b>					
Service Bartender	17.55		18.16	18.80	19.46
Combination Bartender	13.73		14.21	14.71	15.23
<b><u>Room Service:</u></b>					
Server	11.24		11.63	12.04	12.47
Captain	13.04		13.50	13.98	14.47
<b><u>Bell/Doorperson:</u></b>					
Bellperson	11.24		11.63	12.04	12.47
Doorperson	11.24		11.63	12.04	12.47
<b><u>Maintenance:</u></b>					
Maintenance 1	23.50		24.32	25.17	26.05
Maintenance 2	20.07		20.77	21.50	22.26
Maintenance 3	17.78		18.40	19.05	19.72
<b><u>At Your Service:</u></b>					
At Your Service Agent	16.66		17.24	17.85	18.48
<b><u>Starbucks :</u></b>					
Barista	13.29		13.76	14.25	14.75
Captain	14.43		14.94	15.47	16.02

**APPENDIX "A"****Hiring Rate:**

The Company shall pay ninety percent (90%) of the applicable collective agreement rate for all employees effective the first day of employment for the probationary period.



**APPENDIX "B"**  
**(Meals)**

- a) The Company shall provide meals to all employees free of charge. It is understood that employees shall be assessed a taxable benefit of \$2.50 per shift worked to a maximum of \$12.50 per week which shall be shown on each employee's pay. These amounts may be subject to change where so directed by the proper government authority.
  
- b) Employees shall cooperate in maintaining orderly conditions in eating areas, locker rooms and dressing rooms.
  
- c) All meals shall be consumed in the areas designated by the Company for this purpose.

## **APPENDIX "C"**

### **HEALTH AND WELFARE**

The Company agrees to contribute to the benefits' administrator as follows for the current Health and Welfare Plan. Effective the date of ratification, the Company agrees to contribute to the benefits' administrator, seventy-eight percent (78%) of the cost of premiums for the current Health and Welfare Plan. Effective July 1, 2009, the Company agrees to contribute to the benefits' administrator eighty-one percent (81%) of the cost of premiums for the current Health and Welfare Plan. Effective July 1, 2010, the Company agrees to contribute to the benefits' administrator eighty-four percent (84%) of the cost of premiums for the current Health and Welfare Plan. Effective July 1, 2011, the Company agrees to contribute to the benefits' administrator eighty-seven percent (87%) of the cost of premiums to the current Health and Welfare Plan.

It is understood that the trustees, in recognising their fiduciary obligations, will ensure that a minimal amount of money will be expended for administrative services. Trustees will receive only minimal expense reimbursement for their efforts.

### **RETIREMENT BENEFITS**

All employees, following twelve (12) months of service of employment may contribute a minimum of three percent (3%) up to a maximum of nine percent (9%) of his basic earnings to the plan (RRSP), subject to the terms of the plan.

The Company shall contribute the amount of four percent (4%) to any employee's RRSP plan who is enrolled and participating in the plan. Payment of the Company's contribution shall be made bi-weekly.

## **RETIREMENT ALLOWANCE**

For those employees whose age and service equal 75 and who choose to retire at or after the age of 60 and before age 61 shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 61 and before age 62 shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00

For those employees whose age and service equal 75 and who choose to retire at or after the age of 62 and before age 63 shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00

For those employees whose age and service equal 75 and who choose to retire at or after the age of 63 and before age 64 shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and before age 65 shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.

For those employees whose age and service equal 75 and who choose to retire at the age of 65 or after shall be entitled to a lump sum payment of \$800.00 for every five (5) years of service, or part thereof, to a maximum of \$4,000.00.

Said retirement allowance shall only be paid upon the employee's retirement.

**APPENDIX "D"**

**(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, 16, 17, 18, 19, 20, 21, 22, 23, 24, and Appendix "A", "B", "C" (but not limited to retirement benefits) "D", "E", "F", "I" and "J".

- 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 of worked his scheduled shift immediately proceeding 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 thirty (30) days following the day of the holiday or pay for the holiday as provided herein. 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 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) Part-time employees will be entitled to the vacation pay based on years of service as set out in Appendix I paragraph 2.
- 6) Part-time employees will be entitled to four (4) days for bereavement leave in the event of the death of the employee's spouse, common law spouse, son or daughter, father or mother, brother or sister, mother-in-law or father-in-law, or grandparent or grandchild, step parents or step children. The employee will be paid their regular rate for each of their regularly scheduled work days that occurs within such four (4) day period.

**APPENDIX "E"**  
**(Departments for Seniority Purposes)**

Kitchen  
Housekeeping and Laundry  
Maintenance  
Bars and Lounges  
Toulouse Bistro  
Merlot (Revolving Dining Room)  
Room Service  
Bell Desk  
At Your Service  
Banquets (See Appendix "J")  
Starbucks

**APPENDIX "F"**  
**(Uniforms)**

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

- Uniforms or special style clothing, if required by the Company, shall be supplied and maintained by the Company. Maintenance shall include repairs of normal wear and tear, dry-cleaning of non-washable apparel and laundering of kitchen whites and Room Attendants' uniforms.

Female employees in the Housekeeping and Banquet departments shall have the option of wearing approved skirts or pants.

Employees in positions in the kitchen department, in the maintenance department, and banquet porters shall be reimbursed annually up to one hundred and twenty-five dollars (\$125.00) upon proof of purchase of footwear being provided to the Company. All other full-time employees shall be reimbursed annually up to seventy-five dollars (\$75.00) upon proof of purchase of footwear being provided to the Company. All other part-time employees shall be reimbursed up to seventy-five dollars (\$75.00) every two (2) years upon proof of purchase of footwear being provided to the Company. Said reimbursements shall be made on a calendar year basis, and effective January 1, 2009, on a separate cheque. All footwear must be approved by the Hotel.

- All uniform items provided by the Company shall be union made in Canada, if possible, and so long as the Company does not incur any additional cost.

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

Full time employees of the Company, on completion of six (6) months 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 Human Resources Department or Department Head on duty, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned, or as soon as is reasonably possible thereafter.
- 2) The allowance for sick pay shall commence on the second (2nd) day of illness. If the Company requests a Doctor's certificate to justify the absence the Company shall pay for the cost, if applicable, of the certificate, up to a maximum of thirty-five dollars (\$35.00), and shall be paid for scheduled days only or days for which an employee would have been scheduled had he not been ill.
- 3) Sick pay allowance shall be an amount equal to the product of the normal daily hours of the employee concerned multiplied by his basic hourly rate.
- 4) Eligibility for Sick Leave Allowance shall be reinstated for an employee who has received such allowance following his return to active work with the Company for a period of thirty (30) days or more.
- 5) Consistent with the OMA guideline for receiving a doctor's certificate after five (5) days of absence, the Company reserves the right to request medical certification at any time where excessive absenteeism has occurred. 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 will pay for the medical costs of the appointed doctor.
- 6) Effective in January 2009, in order to recognize employees who contribute to a reduction in the absenteeism, the Company shall provide the following incentive plan:  
0 days sick = Two (2) day's pay, at the employee's regular rate

**APPENDIX "H"**  
**(Paid Holidays)**

- 1) In accordance with the *Employment Standards Act* of the Province of Ontario, 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	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Civic Holiday	Family Day
Remembrance Day (2009)	

Full-time employees shall be paid eight (8) hours' holiday pay for each of the above noted holidays. Part-time employees shall receive holiday pay in the amount equal to the number of hours they would otherwise have received had there been no holiday.

In order to qualify for holiday pay, the employee must work his scheduled shift immediately proceeding and immediately following the holiday concerned, unless the employee fails to do so because of reasonable cause. 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 who is eligible to receive paid holidays pursuant to this Article and who is required to work on a paid holiday may, at the employee's option,
- i) be paid at the holiday rate at time and one half (1 ½) the regular rate of pay as listed herein for all hours worked on the holiday plus receive the holiday pay, or;
  - ii) to be paid at the holiday rate at time and one-half (1 ½) the regular rate of pay listed herein 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 thirty (30) days following the holiday.
- 3) If a holiday falls within an employees vacation period, the Company shall grant either an extra day's Holiday at a time convenient to the Company within thirty (30) days following the holiday or pay for the holiday as provided herein.



- 4) The Company shall also provide to full time employees their anniversary of employment day and their birthday off with pay. The anniversary of employment day and the birthday shall be taken on the day they fall or within thirty (30) days following at a time mutually convenient to the Company and the employee. These days shall not attract any premium pay.

**APPENDIX “T”**  
**(Vacation Pay)**

- 1) The parties recognise the need for the rest and recreation on the part of the employees covered by this Agreement and hereby provide the following vacation leave plan. The parties further recognise that annual vacation leave entitlements, as provided herein are intended to be taken annually and, under normal circumstances are not intended to be accrued from year to year. Employees may not elect to forego their vacation leave in lieu of payment nor will an employee be allowed to draw more than their accrual.
- 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) year’s 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 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.
- (vi) After completion of thirty (30) years continuous service:  
-six (6) weeks vacation with pay at twelve percent (12%) of their earnings.

3) Vacation Scheduling:

On or before December 1<sup>st</sup> of each year, the Company shall post a vacation leave schedule for each classification and department comprised of fifty-two (52) one (1) week blocks commencing the first week of January and ending the last full week of December each year. Said schedule shall be posted for no fewer than four (4) weeks.

Following this posting period, employees shall be canvassed by seniority, within their respective classification and department, to select their vacation period. Canvassing shall be completed by March 1<sup>st</sup> of each year.

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, classification 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 classification and department basis, there will be no periods where no employee(s) shall be granted vacation leave, with the exception of the kitchen department, where the granting of vacation leave between November 15<sup>th</sup> and January 15<sup>th</sup> each year may be restricted to not more than two (2) employees at any given time and shall be granted on a basis of Company seniority.

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

Employees electing not to exercise their seniority during this canvassing period shall be by-passed. Thereafter, such employees so by-passed shall be permitted to request vacation leave for those weeks remaining available 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, vacation leave cannot be cancelled nor shall there be any bumping on the vacation schedule.

The parties acknowledge the above process is intended to provide structure and process in the workplace.

The Company shall continue to grant single vacation days off, however, this provision shall not be used as a means to by-pass seniority.

For the purpose of calculating vacation leave entitlements and vacation pay, continuous service shall continue to be defined as the employees' total years of service with the Company based on the employee's date of hire.

**APPENDIX "J"**  
**(Banquets Employees)**

The Collective Agreement shall apply to banquet employees unless specifically excluded or modified herein.

**1. SENIORITY AND SCHEDULES**

**1.01** The Company recognises seniority rights for full time and part time employees within each classification of the Banquet Department provided for in this Agreement.

**2. HOURS OF WORK**

**2.01** Work schedules for banquet employees shall be established in accordance with the current practice.

**2.02** The work day shall be defined in terms of the number of functions worked in a day. No employee shall be required to work more than three (3) functions on any given day.

**2.03** Work schedules indicating the day(s) and function(s) to be worked, shall be posted in a mutually agreed upon location no later than Thursday of the week prior to the week for which it applies. Employees shall be notified of changes made to the schedule subsequent to it being posted.

**2.04** Notice of changes to the work schedule for full time employees that result in a reduction of hours must be given at least eight (8) hours in advance, otherwise the employee shall receive work for his scheduled hours, or pay in lieu of work for three (3) hours at his basic rate of pay. For part time employees, notice of a change in schedule that results in a reduction of hours of work must be notified at least two (2) hours in advance of the commencement of the breakfast or lunch shifts and six (6) hours in advance of a dinner function, otherwise the employee shall receive work for his scheduled hours, or pay in lieu of work for three (3) hours at his basic rate of pay.

**2.05** For captains and porters, overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of eight (8) per day, forty (40) hours per week and on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days worked. For the purposes of calculating overtime, the worksheet shall run from Saturday to Friday inclusive.

**2.06** For all other banquet classifications, overtime at the rate of time and one-half of the

employee's basic rate shall be paid for all hours worked in excess of forty (40) hours per week and on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days worked. For the purpose of calculating overtime, the work week shall run from Saturday to Friday, inclusive.

**2.07** There shall be no pyramiding of overtime.

**2.08** Where an employee is required to work more than one (1) function on a given day, he shall receive a fifteen (15) minute rest period between each function. Said rest periods will be considered as time worked.

**2.09** For the purpose of scheduling and distribution of work, the Company agrees that porters shall continue to provide all coffee, beverage and/or snack services; self-serve continental breakfast service and working lunches serving up to fifteen (15) people anywhere in the Hotel.

For greater clarity, the parties agree that "servers" shall continue to provide "table service", continental breakfasts and working lunches for more than fifteen (15) people.

For the purpose of scheduling part-time banquet employees, an availability factor shall continue to apply. Every Wednesday, employees shall submit a signed statement of their availability for the following week. If no statement is provided, the employee will be deemed to be available for the same days of the week indicated on the availability list last provided. Hours shall be offered to employees in this classification who have indicated their availability by seniority. In the event the Company cannot satisfy its staffing needs in this manner, it may compel employees to work in reverse order of seniority.

### **3. WAGES**

**3.01** The following function rates (regular earnings) shall become effective with banquets scheduled on or after:

<b><u>CLASSIFICATION</u></b>	<b>July 1, 2008</b>	<b>Aug 29/08 Adjustment</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>	<b>July 1, 2011</b>
Server	11.20		11.59	12.00	12.42
Bartender	11.95		12.37	12.81	13.26
Cashier	15.10		15.63	16.18	16.75
Porter	12.72		13.17	13.64	14.12
Captain	12.64	12.84	13.29	13.76	14.25



**LETTER TO THE UNION ON HOTEL LETTERHEAD**

Dear Ms. Grella:

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

- 1) 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.
- 2) It is understood that controlled gratuities are included as "earnings" for the purposes of Income Tax, Unemployment Insurance, Workplace Safety Insurance, Canada Pension Plan and Quebec Pension Plan, and this collective agreement.
- 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.

