



COLLECTIVE AGREEMENT

BETWEEN

THE WESTIN HOTEL, OTTAWA

and

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**

June 15th, 2018 to June 14th, 2022

10993 (07)

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedures of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company, the Union and the employees covered by this Agreement and to insure that the Company can operate its business in the most efficient manner.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of the Westin Ottawa in the City of Ottawa, save and except assistant supervisors, persons above the rank of assistant supervisors, security staff, office and sales staff, concierge, bell captain, banquet captain, persons employed as maitre d', head greeter, lead captain, captain, lead banquet bartender, and students employed during the school vacation period.

ARTICLE 3 - RIGHTS AND FUNCTIONS OF MANAGEMENT

- 3.01 Subject only to the express provisions of this Agreement, the Union agrees that supervision, management and control of the Company's business operations and facilities are exclusively the function of the Company and that the Company has the right to make such rules, regulations and decisions as it considers necessary or advisable for the orderly and efficient conduct of its business. And, without limiting the generality of the foregoing, that it is the exclusive function of the Company, except where expressly modified by this Agreement to:
- a) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time, rules and regulations, policies and practices to be observed by its employees and discipline or discharge employees for just cause;
 - b) select, hire, discharge, transfer, assign to shifts, promote, demote, classify, layoff and recall, and select employees for positions excluded from the bargaining unit;
 - c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications, require medical examination by a designated physician for Health and

Safety reasons or to confirm any claim or justification made by the employee;

- d) determine the location of operations and their expansion or their curtailment, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job, the nature of tools, equipment, machinery, methods or process; subcontract or discontinue work; decide on the number of employees needed by the Company at any time.

ARTICLE 4 - RELATIONSHIP

- 4.01
 - a) The Company and the Union agree there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
 - b) The Company and the Union agree there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either management or their representatives against any employee because of race, colour, sex, creed or sexual orientation membership.
- 4.02
 - a) The business agent or international representative of the union may visit the hotel during regular hours of work, for the purpose of ensuring the terms of the agreement are implemented provided that: such visit is approved in advance by the Director of Human Resources or designate and such visit shall not interfere with the operational requirements of the Hotel. Such approval shall not be unreasonably denied.
 - b) At other times, no Union activities will be conducted on the premises of the Company except with the express permission of Management.

- c) All union notices will be posted on bulletin boards which will be located beside the elevators on the following floors: basement, 1, 3 and 4. The union agrees that notices will not be posted on such boards without the prior consent of management (General Manager or Director of Human Resources). Consent will not be unreasonably withheld.
- d) The Company will make available for the use of the union, a bulletin board for each department whereon the union may post such notices as it desires to bring to the attention of employees, provided, however, that no such notice may be posted until it has been signed by an officer of the union and by either the Hotel General Manager or the Director of Human Resources.
- e) The Company agrees to provide a Union office, the location of which shall be mutually agreed upon. Further, the Company will also provide for this office, one (1) filing cabinet. This office will be accessed only by Union personnel.
- f) The Chief Shop Steward or delegate will be allowed one half (½) day per week to conduct Union business at the Union's expense.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 During the life-time of this Agreement, the employer shall take from the pay of all employees covered by this Agreement on the first payday of each calendar month such amount as may be uniformly assessed by the Union constitution and by-laws as regular monthly Union dues and/or assessments and shall remit same by the end of the month in which the Union dues and/or assessments have been deducted and collected, to the Secretary/Treasurer of the Union. It is understood that such deductions may be made on a weekly or bi-weekly basis in equal amounts. The said sums shall be accepted by the Union as the regular monthly Union dues and/or assessments of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expense of maintaining the Union.
- 5.02 The Company shall show the yearly Union dues deductions on the employees' T4 slip. The remittance statement shall be documented by location containing a dues and initiation report which shall be provided in the form of e-mail (remit@ufcw175.com) as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spread sheet in "Excel", "Quattro Pro", "Lotus" or other software program

acceptable and adaptable to the Union. The spreadsheet will be in a table format provided by the Union and will provide the following current information, as known to the Employer:

- 1) S.I.N
- 2) Employee Number if applicable
- 3) Full Name (Last/First/Initials)
- 4) Full Address, including City and Postal Code
- 5) Telephone Number (including area code)
- 6) Date of Hire
- 7) Rate of Pay
- 8) Classification
- 9) Full-time or Part-time designation
- 10) Union Dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting.
- 11) Total Dues Deducted
- 12) Back Dues Owing
- 13) Vacation Pay Breakdown of Dues owing
- 14) Initiation fees Deducted
- 15) Total Initiation Fees Deducted

5.03 All employees covered by this Agreement who are currently members of the Union must remain members and all new employees must join the Union upon completion of their probationary period. The employer shall deduct a Union initiation fee from the first pay of new employees following completion of their probationary period. The Secretary-Treasurer of the Union shall notify the Company of the amount.

5.04 The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in making deductions for Union dues.

5.05 The Company will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings from which dues required may be deducted.

ARTICLE 6 – REPRESENTATION

6.01 The Company acknowledges the right of the Union to appoint or otherwise select stewards who have completed their probationary period of employment from the following departments for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement:

Doorman/Valet Parking	(1)
Housekeeping	(3)
(1) Houseperson	
(2) Room Attendants	
Front Desk	(1)
Culinary/Storeroom	(1)
Daly's	(1)
Banquets/Beverage	(3)
(1) Housemen	
(2) Servers/Beverage	
Service Express	(2)
(1) Agents	
(1) Attendants	
Stewarding	(1)
Engineering	(1)

- 6.02 The Union shall keep the Company notified in writing of the names of the shop stewards and the effective date of their appointment or election. A complete list shall be provided by the union within one month following the signing of the collective agreement and on January 1 and July 1 of each year.
- 6.03 The Union acknowledges that the shop stewards have their regular duties to perform as employees of the Company and such persons will not leave their regular duties without first obtaining permission from their immediate supervisor, or in his/her absence, permission from the assistant, this includes but is not limited to, addressing issues arising from the night shift. Permission will not be unreasonably denied. When they resume their regular duties, the employee will report again to their immediate supervisor or in his/her absence, to the assistant. Union Stewards shall be entitled to represent all bargaining unit employees regardless of their full-time or part-time status.
- 6.04 a) The Company agrees to pay the stewards for the time spent during regular working hours (not overtime or personal time) in servicing grievances in accordance with Article 6.03 and Article 9.
- b) The Company agrees to pay up to five (5) active employees, including the Chief Steward, employees on the negotiating committee for any regular time lost at their rate and for their regular scheduled hours for time spent at negotiating sessions with the Company up until the legal expiry of the Collective Agreement.

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

- c) Provided the Chief Shop Steward has been elected as a Chief Steward at least twelve (12) months prior to the re-opening or expiry date of the collective agreement, such employee will automatically be on the negotiating committee and represent the employees of his home department.
- d) The Negotiating Committee will consist of five (5) stewards, including the Chief Steward, and will represent each of the departments listed in Article 6.01(a). This Committee will be chosen by the Stewards themselves.
- e) The Company will provide a room at no charge to the Union if negotiations are held at the hotel. If negotiations are held outside of the hotel, the cost will be shared between the Company and the Union.

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

The allowing of time off under the provisions of the above shall be subject to the employee having obtained permission to leave his or her work from his or her supervisor. All such time off shall be without pay.

The Chief Shop Steward and/or one (1) other Union shop steward will be allowed a leave of absence per annum of not more than one (1) week each with pay in order to attend the Union's annual meeting. Such leave shall be subject to the Union providing the Company with two (2) weeks advance notice.

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

ARTICLE 7 - STRIKES OR LOCKOUTS

7.01 The Union agrees while the Agreement is in force there will be no strike, slow-down, sit-down, stoppage of work or any act intended to interfere with work or the Company's operations. The Company agrees that there will be no lock-out while the agreement is in force.

ARTICLE 8 - DISCIPLINE

8.01 Corrective Action:

- a) Subject to .02 below a corrective action notation or a suspension will not be relied upon in future disciplinary action proceedings if the employee has had no further corrective action notations or suspensions during the twelve (12) months immediately thereafter.
- b) Employees will receive copies of any written warnings and more serious disciplinary actions that are to be entered on their Human Resources file. These documents will indicate the reasons for the discipline. Copies will, with the permission of the employee, be provided to the Union.

8.02 a) The Company agrees to have a shop steward (or when a shop steward is not available, the employee's designate) present for formal discipline. The employee may request that the shop steward/designate leave the meeting.

- b) Management will limit indefinite investigation suspensions to **fifty-six (56)** hours when an employee is "suspended pending investigation". This period may be extended upon mutual agreement of the parties.

ARTICLE 9 - GRIEVANCE PROCEDURES

9.01 The Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint via Step One.

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

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

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

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

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

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

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

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

9.02 All agreements with prejudice and precedent reached under the grievance procedure between representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee(s).

9.03 The Company and the Union may file a policy grievance or a group grievance. Such grievance shall commence at Step Two within ten (10) working days after the grounds of the complaint are known. It is understood, however, that this paragraph shall not be used to by-pass the individual grievance procedure

9.04 If the grievance is of such a nature that either party concerned could not have been aware of its alleged occurrence at the actual date of the grievable event it shall be deemed for all purposes to have occurred on the first date on which either party could reasonably have had such awareness.

9.05 Failing settlement of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the decision under Step Two is given, the grievance shall be deemed to have been settled.

ARTICLE 10 - DISCHARGE CASES

10.01 It is recognized that probationary employees may be released in the absolute discretion of the Company and without limiting the generality of the foregoing for performance deemed by the Company to be inadequate or because of incompatibility with fellow employees or management. The release of a probationary employee will not be subject to the Grievance Procedure.

10.02 In the case of a dismissal, a grievance may be filed by an employee within five (5) working days of receipt of termination and shall commence at Step Two. Such grievances may be settled by the conferring parties under the Grievance Procedure or by an Arbitrator or by:

- a) confirming the Company's action in dismissing the employee;
- b) reinstating the employee without compensation for time lost due to the discharge at his regular rate of pay for his/her normally scheduled work for the period the employee would otherwise have worked less any amount of money earned by the employee during the period.
- c) by any other arrangement which may be deemed just.

10.03 Pursuant to being discharged, an employee shall be allowed to confer with his/her shop steward for a reasonable length (up to one-half hour) of time before leaving the Hotel premises whenever possible and when the discharge occurs while on the Company's premises.

ARTICLE 11 – ARBITRATION

- 11.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing, addressed to the other party of this Agreement and at the same time propose a list of possible Chairpersons. Within five (5) days thereafter the other party shall accept a Chairperson or counter-propose a list. If they are unable to agree upon a Chairperson within a period of five (5) days, either of the parties shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson who shall be chosen having regard to his/her qualifications in interpreting collective agreements.
- 11.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of the Agreement.
- 11.04 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 11.05 Each of the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 11.06 All time limits referred to in the grievance procedure contained herein shall be deemed to mean “working days”. The words “working days” shall not include Saturdays, Sundays or paid holidays as set out in Article 18.
- 11.07 By mutual agreement of the parties a mutually agreed sole Arbitrator may be appointed. In such cases, the sole arbitrator shall have all of the rights and powers of a Board of Arbitration.
- 11.08 The parties may agree by mutual written consent to extend the time limits of the grievance and arbitration procedures.

ARTICLE 12 – SENIORITY

12.01 a) New full-time employees hired into the bargaining unit will be considered probationary employees for the first ninety (90) calendar days worked of their employment. With respect to part-time employees, they must complete one hundred and eighty (180) calendar days. Part-time employees who have successfully completed their probationary period and who obtain a full-time position pursuant to Article 13 will not be subject to the application of Articles 12.01(a) and 12.01(b).

b) During the probationary period employees will not be entitled to seniority and may be dismissed or laid off at the discretion of the Company. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental and classification seniority list dated from the date last hired.

c) The departments for seniority purposes are:

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

12.02 The Company shall maintain up to date departmental seniority lists showing each employee's seniority date and his/her classification. The Employer shall forward by e-mail a copy of such list to the Union office every six (6) months and the seniority list shall be posted in the Human Resources department. The posted seniority list shall be deemed to be correct if no complaint is initiated within seven (7) calendar days of posting. (The seniority list will be posted July 1 and January 1)

12.03 a) (i) In the event it becomes necessary to layoff employees, the Company shall consider the ability and seniority of the employees by classification within the department, and where the ability of employees to be retained meets the regular requirements of remaining work to be carried out, shall layoff the least senior employee.

- (ii) If the person being laid off has previously known seniority within a lower classification within the department, they shall have the right to be assigned to work within the lower classification according to their seniority.
 - (iii) A full-time employee with seniority who is laid off in a given classification and department may displace a part-time employee who would otherwise be retained in the same classification and department. In such cases, the seniority date of the displacing employee will be the date they originally entered into the full-time or part-time classification they are being laid off from. An employee exercising this right is not eligible to severance.
- b) The parties agree that an employee who would otherwise be on layoff may request that part or all of such layoff period be regarded as annual vacation time and be paid accordingly. The Company will honour such requests, provided that:
- i) the employee has sufficient unused vacation entitlements to accommodate the request.
 - ii) the employee provides one week advance notice prior to the commencement of the layoff; and
 - iii) management retains the discretion to approve the request.

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

12.05 An employee shall lose all seniority and his/her employment deemed to have been terminated if he/she;

- a) voluntarily leaves the employ of the Company.
- b) is discharged and is not reinstated through the Grievance or Arbitration procedure.
- c) is laid off for a period of twelve (12) months.
- d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Company have been made for an extension of such leave, or utilizes a leave of absence for purpose other than those for which the leave of absence may be granted.

- e) fails to return to work within five (5) calendar days after being recalled from extended layoff by notice sent by courier, or fails to advise of his/her intention to return within three (3) days following such notice. Such notices are sufficient if sent to the last address of the employee made known by the employee to the Human Resources Department in writing.
- f) if absent without leave for three (3) days unless the employee was unable to notify the Company or have it notified of an acceptable reason.

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

ARTICLE 13 - PROMOTIONS AND TRANSFERS

- 13.01 a) The Company shall post notices of all promotional opportunities within the bargaining unit and shall receive applications for at least seven (7) calendar days. If a statutory holiday falls within the seven (7) calendar days, the Company shall receive applications for at least eight (8) calendar days.
- b) Whenever a job posting is posted during a period of time when an employee is on leave, the employee can, during the posting period, apply for the position through his/her shop steward provided the employee has given his/her shop steward written notice of the intention to apply for that position while he/she is on leave.
- c) In all cases of promotion or transfer in response to a job posting, the following factors shall be considered.
- i) qualifications, skill, ability, merit, and efficiency
 - ii) departmental seniority

Where the matters in factor (i) are relatively equal in the judgement of the Company, factor (ii) shall govern.

- 13.02 Any employee with six (6) months' seniority, who wishes to be considered for a vacancy in another department, may file a request for transfer with the Human Resources Department. Such employee will be considered before a new hire is made.
- 13.03 Any full-time employee transferred pursuant to 13.02 will be on a ninety (90) calendar days trial period. Any part-time employee transferred pursuant to 13.02 will be on a one-hundred-eighty (180) calendar day trial period. During the first fourteen (14) calendar days of the trial period, the employee has the right to return to his previous position and department. During the remainder of the trial period the Company or the employee may decide that the transfer is not successful, in which case the employee will have the first right to their previous position and department as soon as such a vacancy occurs. In the meantime, the Company can place the employee in any department and position at the rate of pay paid for the job being performed.
- 13.04 The company agrees to meet with the Business Agent of the Union and the Chief steward annually, at their request, to discuss potential needs for adding full-time positions.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 The Company may, in its discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as is practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible. Benefits will be maintained to the end of the month the leave commenced or two weeks, whichever is less, while employees are on leave.

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

- 14.02 Both parties intend to comply with all leaves of absence under Part XIIV of the Ontario Employment Standards Act, 2000.
- 14.03 Any employee elected or appointed to a full time position within the Union, will be granted a leave of absence, without pay or benefits, as herein provided, for a period of one (1) year.

- 14.04 Citizenship: The Company agrees to pay a full-time employee for four (4) hours at regular pay where his/her citizenship swearing in ceremony falls on a working day. Where such citizenship swearing in ceremony lasts beyond (4) hours, the employee will be paid for such extra hours up to a maximum of eight (8) hours at regular pay.
- 14.05 All full time and part-time employees with at least ninety (90) days of service, who are required to serve on a jury or have been subpoenaed as a Crown Witness, are eligible to receive up to two (2) weeks of jury duty pay per calendar year. Jury duty pay will be the difference between the employee's regular wage and the compensation received as a juror for each working day missed because of jury duty.

ARTICLE 15 - REPORTING FOR WORK

- 15.01 Minimum Call - Once an employee reports to work on his/her regularly scheduled day, he/she shall receive a guaranteed four (4) hours pay
- 15.02 For mandatory meetings or training, employees shall be paid a minimum of three (3) hours so long as when the training does not continue for three (3) hours, the employees agree to work the remaining hours as required. When the employee does not agree to work the remaining hours, as required, he/she shall only be paid for the length of the meeting/training.
- 15.03 An employee must use their own time and attendance card and must sign and/or punch in as indicated by management. No pay adjustment will be made to employees who punch in within six (6) minutes of the beginning or end of their shift.
- 15.04 An employee who has completed his/her shift and has left the Company premises and is recalled because of an emergency, will receive a minimum of five (5) hours pay at regular rate or the hours actually worked, whichever is greater.

ARTICLE 16 - HOURS OF WORK

- 16.01 a) It is expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

- b) The work week will commence on Sundays at 12:01 a.m. and cease the following Saturday at midnight.
- c) Required overtime will be offered by seniority to those employees on duty who are qualified to perform the work available. Overtime shall be voluntary subject to the right of the Company to assign overtime in reverse order of seniority should there be insufficient numbers of volunteers.

16.02 Each employee shall be entitled to one (1) fifteen (15) minute rest period for each half shift of four (4) hours, such rest periods being scheduled at approximately mid-shift wherever possible in keeping with operational needs.

ARTICLE 17 – SCHEDULING

17.01 (a) Every effort shall be made to schedule full-time employees two (2) consecutive days off in each week, however, it is understood that in cases of emergency or for some specific work assignment it may not be possible to attain this goal, (such as outlet closed one day a week or maintenance assignments).

b) Management recognizes that there may have been some instances where the spirit of 17.01 (a) has not been fully complied with. This will confirm that management will make every effort to schedule two consecutive days off in each week, based on seniority, in accordance with 18.02 (a) In addition, management confirms their commitment to make every effort to schedule the same days off based on seniority.

17.02 Full-time employees may provide management with a request for preferred days off either on a permanent basis or by Tuesday for the following calendar week (starting Sunday). Management will make every effort to schedule full-time employees in accordance with their request, subject to the need to maintain efficient staffing and to the goal of providing full-timers with a full weeks' work.

17.03 Time schedules made up for employees will be posted by 2:00 p.m. on Wednesdays. Management will make every effort not to change the schedule once it is posted. A copy of the original schedule will be sent electronically to employees, if the email address is provided to department heads, for reference purpose only.

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

17.04 With respect to schedules, the parties agree that schedules will be prepared in ink and posted. If a union steward wishes to initial the schedule he/she can.

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

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

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

17.06 The hotel will make every effort not to schedule split shifts, however when split shifts are needed they will only be scheduled on a mutually agreeable basis.

17.07 Union members will not be responsible for calling other members in to work.

17.08 For the shifts where there is a change from Daylight Saving Time to Standard Time (or vice versa) full-time employees will normally be scheduled for an eight (8) hour shift.

17.09 The Company will pay overtime for all hours worked in excess of the maximum regular work week. Overtime will be at time and one-half after forty hours. Hours worked in excess of eight (8) hours in a day will be paid at time and one-half the employee's regular rate. During the term of this Agreement the parties agree to discuss the implementation of flexible hours of work.

17.10 If an employee wishes to occasionally drop a shift or exchange a shift with another employee, they must obtain the permission of management which will be subject to business and operational requirements. A dropped shift must be filled by the employee, by seniority.

ARTICLE 18 - HOLIDAYS

18.01 The Company will observe the following holidays for full-time employees:

Christmas Day	Labour Day
Boxing Day	Thanksgiving Day
New Year's Day	Remembrance Day
Family Day	Anniversary Date of Employment (or Heritage Day, if proclaimed)
Good Friday	Birthday (after one year of seniority)
Victoria Day	
Canada Day	
Civic Holiday	

18.02 A full-time employee shall receive his/her regularly scheduled hours pay (to a maximum of eight (8) hours, ten (10) hours for Valet, or twelve (12) hours for Engineering) for each holiday at his/her regular rate of pay. Any future alternate scheduling practice will be considered under this clause.

18.03 To be eligible for holiday pay, an employee must work the last scheduled working day immediately preceding the holiday and the first work day immediately following the holiday unless the employee was off work because of a scheduled day off, bona fide sickness, accident, authorized leave of absence, bereavement leave under Article 25 or on layoff and such absence began not more than seven (7) calendar days prior to the paid holiday and the employee worked his/her scheduled days immediately preceding and/or following such absence.

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

18.04 When any of the holidays are observed during an employee's scheduled vacation period, he/she shall receive a day's holiday pay in addition to his/her vacation pay.

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

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

Notwithstanding other obligations, employees are responsible to check the definite schedule which is posted ninety-six (96) hours in advance.

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

18.08 For the purpose of clarification, statutory holidays in article 18.01 will be scheduled by reverse seniority unless senior employees request to work on that day. The associate must follow the process as indicated by management.

ARTICLE 19 - WAGES

19.01 The Company agrees to pay and the Union agrees to accept, during the term of this Agreement, as minimum, the wage rates set out in Schedule "A" attached hereto.

19.02 Where the Company makes an error of \$100 or more on an employee's pay the Company will reimburse an employee within two (2) days, excluding weekends. Otherwise, the employee will be reimbursed on the next pay period.

ARTICLE 20 - PENSION PLAN

20.01 Effective August 31, 2009, the Company will contribute sixty cents (60¢) per hour worked for each active member within full-time employment status, into a pension fund established by the Union and known as the Ontario United Food and Commercial Workers Union Pension Plan. Payments will be made on a bi-weekly basis.

The Plan is administered by The Benefits Plan Administrators Limited, P.O. Box 6020, Station "B", Etobicoke, Ontario M9W 6K4. The amount contributed as of August 31, 2011 will be sixty-five cents (65¢). Effective August 31, 2012 this amount will further increase to seventy-five cents (75¢).

ARTICLE 21 - PREMIUM PAY

- 21.01 Any employee who trains will be paid a training allowance of seventy-five cents (75¢) per hour.
- 21.02 There will be a sixty cent (60¢) per hour shift premium for all employees whose shift results in the majority of their hours being worked between the hours of 11:00 p.m. and 7:00 a.m. It is understood that this premium shall not apply to those employees who are already designated in a night classification in accordance with Appendix "A" of the Collective Agreement.
- 21.03 Public area persons (excluding nights) who are required to clean up after someone who has been sick will receive a ten dollar (\$10.00) premium.

ARTICLE 22 - ACTING PAY

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

ARTICLE 23 - VACATION

- 23.01 Employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule:
- a) Employees who have completed one (1) year of continuous employment with the Company shall be entitled to two (2) weeks' vacation with pay equivalent to four (4) percent of their total pay earned during the twelve (12) months prior to the completion of one (1) year of continuous employment.
 - b) Employees who have completed four (4) years or more of continuous employment with the Company shall be entitled to three (3) weeks of vacation with pay equivalent to six (6) percent of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
 - c) Employees who have completed ten (10) years or more of continuous employment with the Company shall be entitled to four (4) weeks vacation with pay equivalent to eight (8) percent of their total pay earned during the

preceding twelve (12) months prior to the date of completion of the continuous service concerned.

- d) Employees who have completed twenty-five (25) years or more of continuous employment with the Company shall be entitled to five (5) weeks vacation with pay equivalent to ten (10) percent of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.

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

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

- (b) An eligible employee desiring to take his/her vacation at a particular time may do so by written request, delivered to his/her department manager, prior to April 15th of that vacation year. Vacation shall be allotted in accordance with seniority and the employee's preference subject to the Company being able to maintain qualified and adequate staff in the department or area concerned. The employee will be notified within thirty (30) days after the April 15th date as to whether or not his or her request has been granted. After April 15th vacation leave shall be based on the date of the request.

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

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

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

ARTICLE 24 - HEALTH & WELFARE

- 24.01 a) Sick Days - The Company will provide **five (5)** paid sick days per calendar year to full-time employees with a minimum of one (1) year of seniority at the beginning of each calendar year.

Effective January 1, 2019, any unused sick days over the course of the calendar year will be paid out at \$100 per sick day. This will be paid out in the first pay day in December.

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

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

- b) Engineering employees that work an alternate schedule of 12 hours shift will get 48 hours of sick time paid equalling 4 days.

- 24.02 a) Health & Welfare premiums for full-time employees will be continued by the Company for up to three (3) months in the case of employees on sick leave. The employee may make self payments to the Hotel and the Hotel will forward payments to the benefit plan to a maximum of twelve (12) months.

- b) H&W Qualifying Formula for Employees - The Company agrees if a full-time employee's hours are reduced to below twenty-four (24) hours per week averaged over a twelve week period, the Company will continue to make Health & Welfare payments for that employee for three (3) months.

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

- 24.04 An employee returning from a leave of absence due to illness of two (2) days or more may be required to provide a certificate of fitness from a Doctor. Should a Doctor's note be required by the Company's representative, the Company will pay for the charge of issuing the certificate.

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

- 24.05 Full-time employees who earn more than two (2) weeks' vacation leave per year shall be able to use vacation days when they are off work for medical reasons. Management may request that an employee provide a medical certificate authorizing the absence.
- 24.06 The parties agree that the Employer will maintain the benefits in place at the signature of the collective agreement unless the parties mutually agree to modify the plan.
- 24.07 a) Employees whose age and service equal 65 may elect to provide, in writing, a notice of retirement at or after the age of 55 and transfer to the most senior Part-Time seniority within their classification. They will, at time of transfer, maintain their Full-Time benefits for a period not greater than six (6) months. After six (6) months the employee shall lose all seniority and his/her employment deemed to have been terminated.
- b) Should multiple employees within a classification elect 24.07 a), Part-Time seniority will be determined by classification seniority prior to notice of retirement.

ARTICLE 25 - BEREAVEMENT LEAVE

- 25.01 In the event of a death in the immediate family of a full time employee who has completed his/her probationary period with the Company, time off with pay (three (3) regularly scheduled working days) shall be granted to make arrangements for and attend the funeral. Immediate family shall mean: husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents or grandparents of the employee's spouse, step-children, step-parents, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, or same sex partner.

ARTICLE 26 - DRIVEWAY

- 26.01 Parking – The hotel shall pay one dollar and seventy-five cents (\$1.75) per car gratuity for long term valet parking. This shall be calculated by taking the monthly long term parking revenues from the P&L and dividing by the Valet rate to determine the number of cars. The distribution of the gratuity will be based on hours worked for both Valet & Door in the month.

Effective on January 1, 2020, the amount will increase to one dollar and eighty-five cents (\$1.85).

- 26.02 Uniforms for Doorman and Valet Employees - the Company will provide long johns, scarves, appropriate headwear and gloves in the winter. In the summer, the Company will provide short sleeve white shirts and ties (and hats for doormen). Driveway employees will be allowed to wear UV protection sunglasses as dictated by Company policy.

ARTICLE 27 - HOUSEKEEPING

- 27.01 The Hotel will make sure that a Houseperson will assist in pulling furniture out from walls when doing general cleaning functions.
- 27.02 a) The Company will use its best efforts, consistent with service and efficiency, to assign senior full-time housekeeping staff to steady floors.
- b) For full-time employees the Company agrees that the choice of available shift schedule and available days off shall be by seniority, subject to the right of the Company to maintain a qualified and efficient workforce. It is agreed that this is not a bumping provision.
- 27.03 It is agreed that the senior ten (10) room attendants shall have Saturday and Sunday guaranteed as their preferred days off. For absences of a duration of three (3) months or longer involving one or more of these ten (10) employees, on the schedule following the 90th day, the preferred days off will be temporarily re-assigned to the next more senior Room Attendant until their return.
- 27.04 Coffee Compensation: The hotel agrees to provide a lump sum payment in the amount of fifty dollars (\$50.00), less deductions required by law, to each full-time Room Attendant who is employed by the Hotel on the date of payout in April each calendar year, commencing in 2015.
- 27.05 Room Attendants may, at the time of their next approved individual uniform change or at time of hire, choose from either a dress-based uniform or slacks-based uniform. All uniforms must be in keeping with applicable Corporate policies and standards in such matters.
- 27.06 The parties agree that the current practice of selling additional rooms to the Room Attendants will continue for the duration of the Collective Agreement.

Selling additional rooms to Room Attendants will be allocated within the employee's regularly scheduled shift. Selling rooms will not be used to eliminate regularly scheduled shifts for employees within the department.

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

ARTICLE 28 - FRONT DESK

28.01 Front Office

Cash Out: If a front desk agent has not had access to a calculator during his/her shift, or a front desk agent has inadvertently posted accounts on another front desk agent's number, the Company will pay that front desk agent overtime at the rate of time and one half of his/her regular rate in the event that he/she is unable to complete his/her cash out by the end of his/her shift.

28.02 Except in case of emergency or a line up at the front desk and where no other agents are available or have already been scheduled to work 40 hours "management" personnel will not be allowed to work as agents. "Management" includes non-union personnel with previous front desk training. This privilege is not to be abused.

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

ARTICLE 29 - CULINARY/STOREROOM

29.01 Where operational requirements permit, full-time Culinary staff will receive either Christmas or New Year's Day off.

29.02 The time sheets showing the hours of culinary staff will be posted on the main kitchen board bi-weekly. As well, the paysheet showing the total number of hours to be entered on the pay cheque will be posted.

29.03 Receiving/Storeroom: The Company will provide receiving/storeroom employees with overalls and gloves and will replace same in accordance with the procedure utilized by the Company for the replacement of uniforms.

29.04 The hotel will pay seventy-five dollars (\$75.00) per Collective Agreement year to employees in Cook 1, Cook 2 and Pantry Cook classifications having one (1) year of seniority, for the purchase or maintenance of knives. Effective August 31, 2013 this amount shall increase to eighty-five dollars (\$85.00).

ARTICLE 30 - DALY'S

- 30.01 Assistant Managers will use their own floats to make change.
- 30.02 Daly's employees may be scheduled for more than eight (8) hours per day without overtime subject to overtime provisions beyond forty (40) hours per week.
- 30.03 Daly's-Re: Greeters: The Company will schedule sufficient staff on the day shift to have greeter(s) and manager, except where there is a problem with the staffing beyond the Company's control.
- 30.04 The hotel will continue to rotate the full-time server sections in Daly's Restaurant.
- 30.05 Daly's: Full-time employees of Daly's will only be allowed to take either Christmas or New Year's Day off but that no employee may have both holidays. This also applies to full-time employees who have requested and been granted vacation at this time of year.
- 30.06 A server is responsible for collecting the amount of the cheque from the customers in that employee's station. Where the waiter or waitress fails to do so, the employee shall be personally responsible for paying the amount of the cheque involved unless the employee provided a satisfactory explanation in accordance with the Company's present practice. No payment is required to be made until either (a) Step. No. 2 of the grievance procedure has been exhausted or (b) ten (10) working days have gone by since the date of the walk-out, whichever is earlier.
- 30.07 Daly's Restaurant Employees' Breakfast - Employees who are scheduled to work the breakfast period in Daly's on weekends and designated holidays (with the exception of the employee's birthday and anniversary) will be entitled to breakfast provided by the Kitchen.
- 30.08 The Company shall pay to employees a gratuity of twelve percent (12%) for complimentary items, vouchers including surprise and delight SPG, gift certificates as amended from time to time.

ARTICLE 31 - BANQUETS

31.01 Banquet Part-timers

- (a) Banquet part-timers: The Company recognizes seniority for all part-time employees with respect to scheduling, days off, number of shifts, vacations, holidays, lay-offs and recall from lay-offs.
- (b) A part-time employee hired before May 25, 2009 is required to make himself/herself available on at least three (3) specific days per week one of which must be on the weekend. These days may be changed bi-monthly. Part-time employees hired on or after May 25, 2009, are required to be available Friday beginning at 5:00 p.m. and Saturdays plus one (1) additional day. This additional day may be changed bi-monthly.
- (c) Casual employees do not have a requirement to make themselves available for work. However, should a casual employee have **three (3)** shift refusals per quarter their employment may be terminated.

31.02 Servers will not drive vehicles used in the transport of food, drink or equipment, to or from outside catering functions. Only staff with a valid driver's license will be allowed to operate vehicles in the charge of the Hotel.

31.03 Banquet staff will be paid on an overtime basis after forty-two (42) hours of work per week.

31.04 Banquet staff shall be allowed one (1) thirty (30) minute unpaid meal period after the first four (4) hours worked and an additional thirty (30) minute unpaid meal break period, if they work more than eight hours.

31.05 Breaks for Banquet Employees: When a banquet employee is requested by his/her supervisor to forego his/her break(s) he/she upon management approval, may combine the breaks at the end of their shift. In such cases the employee will not be required to stay.

31.06 With respect to outside catering breaks, soft drinks and meals will be provided to all staff when the time comes for one-half (½) hours break. Employees will not be penalized by having to wait until the function is over to eat.

31.07 In exception to 17.02, full-time preference of days off for banquets employees will be accommodated by classification seniority first followed by the maximization of the full-time work week second. All of which is subject to the need to maintain efficient staffing.

31.08 Banquet Gratuity - The banquet gratuities of twelve percent (12%) on food and nine point six percent (9.6%) on beverage will be divided fifteen percent (15%) to the Banquet Housemen, and eighty-five percent (85%) to the other Banquet staff (eg. Server, banquet bartender, beverage co-ordinator). Coat Check Attendants shall only receive a share of three dollars (\$3.00) per hour from the "other Banquet staff" share.

Effective June 15, 2020, the banquet gratuities of twelve point one percent (12.1%) on food and beverage will be divided fifteen percent (15%) to the Banquet Housemen, and eighty-five percent (85%) to the other Banquet staff (eg. Server, banquet bartender, beverage co-ordinator)

Effective June 15, 2021, the banquet gratuities of twelve point three percent (12.3%) on food and beverage will be divided fifteen percent (15%) to the Banquet Housemen, and eighty-five percent (85%) to the other Banquet staff (eg. Server, banquet bartender, beverage co-ordinator)

Effective June 14, 2022, the banquet gratuities of twelve point five percent (12.5%) on food and beverage will be divided fifteen percent (15%) to the Banquet Housemen, and eighty-five percent (85%) to the other Banquet staff (eg. Server, banquet bartender, beverage co-ordinator)

31.09 Banquet Management will provide a detailed accounting of the tip distribution to the Banquet Union Stewards for every pay period. Management will meet with the Stewards to fully explain the system following ratification and whenever a new Steward is appointed. Should the Banquet Service charge increase in the life of the Collective Agreement over eighteen percent (18%), the gratuity on food and beverage will increase by a factor of fifty percent (50%), ie., if hotel increases charge to customer from eighteen percent (18%) to twenty percent (20%), gratuity of fifteen percent (15%) on food will go up to sixteen percent (16%) and gratuity on beverage will go up to eleven percent (11%); current division will prevail.

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

31.10 The Company agrees that for cash wine and liquor sales in the Banquet Department, beverage cheques will be stamped "15% gratuity included" and fifteen (15) percent will be added automatically to the cheque.

31.11 For Hotel sponsored Banquet functions held on New Year's Eve, the Company agrees to pay banquet servers who serve the function a minimum of one hundred dollars (\$100.00) gratuity.

- 31.12 The Company agrees to buy three (3) electrical portable heaters for use, during outside catering functions, in garages. These heaters will be operated in accordance with applicable Health & Safety requirements. Sales & Catering will confirm in advance of a function as to whether there is a hydro outlet readily available. If there isn't, the Company will attempt to utilize the existing hydro outlet with the use of an extension cord.
- 31.13 Summer attire will be provided for outside catering functions in parks, etc., as long as the guest agrees. Employees will be provided with shorts and golf shirts that fit.
- 31.14 The Company shall supply gloves and hats to employees engaged in outside banquet catering functions during the fall, winter and spring.

ARTICLE 32 - SERVICE EXPRESS

- 32.01 While it is recognized that the operation of the telephone system is the primary duty, the Service Express Agents in the Command Centre may be designated other duties. These duties will be performed at their work stations.
- 32.02 On any management order delivered by a Service Express Attendant, the Service Express Attendant shall be paid a gratuity equal to ten (10) per cent of the value of the cheque or menu price of the order.
- 32.03 Room service cheques shall have an automatic fifteen (15) percent gratuity added to the cheque. The fifteen percent will be added on the pre-tax total and is subject to the guest refusing to pay the gratuity. Room Service cheques will indicate that a gratuity has been included. This gratuity will be shared among the service staff.

ARTICLE 33 – ENGINEERING

- 33.01 Maintenance staff who work on the sixth and/or seventh day of a scheduled work week, will receive one and a half times their regular rate for all hours worked on the sixth and seventh day. All other employees have the option of working it, but at straight time. These conditions do not apply to part-time employees.
- 33.02 Contracting out: The Company agrees that if the contracting out of any work normally performed by full-time bargaining unit employees in the maintenance department would result in lay off of such employees in that department, the

Company will meet with the union to discuss ways and means of reducing the impact of such change on the employees to be affected. In the event an arbitrator concludes this provision has not been adhered to, the Company will pay any hours lost to said employees.

33.03 Tool allowance: The hotel agrees to provide a lump sum payment in the amount of fifty dollars (\$50.00), less deductions required by law, to each full-time employee in the Maintenance Department who is employed by the hotel on the date of payout in April each calendar year, commencing in 2015.

ARTICLE 34 - GENERAL

34.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company, immediately terminates his/her employment regardless of seniority or other conditions.

34.03 The Company confirms that creation of new classifications and their respective wage rates will be discussed with the union prior to implementing same.

34.04 With respect to job descriptions, management will consult with the union in the preparation of task lists. The parties agree that this will not interfere with management's right to create and change employees' responsibilities as required.

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

34.06 With respect to locker checks, Company security will not make any locker checks without the presence of a union steward, if one is available. If a union steward is not available, the union will be entitled to have an employee act as a witness.

34.07 Work of/in a department: Company supervisors, management representatives heads will not normally perform work customarily performed by employees in the department in which an employee(s) is are performing their daily regular work, except;

- a) as a result of unexpected, urgent or emergency conditions;
- b) for the purpose of demonstration or training;

- c) to occasionally relieve an employee for a short period of time, or
- d) when a regular employee is not available due to being late for work or absent from work and suitable replacement is not available.

34.08 The parties agree that supervisors will not transport food or equipment or staff except in an emergency.

34.09 Employees may frequent the hotel outlets and use their employee discount in accordance with the provisions of the employee handbook and as it may from time to time be amended.

34.10 Employer Cafeteria - The Hotel will continue with the operation of the employee cafeteria on a cost neutral basis.

34.11 The hotel will pay one-hundred percent (100%) of the cost of printing the Collective Agreement in booklet form. The Company will provide at its cost a French language translation of the Collective Agreement which is to be printed and distributed at the Union's expense. The parties agree that the French language translation of the collective Agreement is for information purposes only and that the English version constitutes the only official text, notably where interpretation may be warranted.

34.12 Education and Training Fund - The Company will provide a one thousand one hundred dollars (\$1,100.00) contribution to the Union's Education and Training Fund on an annual basis, payable at the start of each Collective Agreement year (June 15). Effective August 31, 2013 this amount shall increase to one thousand two hundred dollars (\$1,200.00).

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

34.14 All cash drops are to be witnessed.

34.15 It shall be the duty of the employee to update address and telephone information on the Company's intranet site or to notify the Employer's Human Resources office, in writing. If an employee fails to do this, the Employer shall not be responsible for the failure of any notice to reach him/her and any notice which is sent to the address which appears in the Employer's personnel records shall be conclusively deemed to have been received by the employee on the third (3rd) day after it was so sent.

ARTICLE 35 - HEALTH AND SAFETY

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

35.02 Health and Safety Training - The Company will pay the equivalent of normal working hours to any Union selected employee in order to participate in health and safety training as provided by the Union or other accredited body, this to a maximum of eight (8) working days per calendar year. This is over and above the legislated requirements.

ARTICLE 36 - TERMINATION OF AGREEMENT

36.01 This agreement shall be in force and effect from June 15, 2018 to June 14, 2022, and until all of the provisions of the Ontario Labour Relations Act have been expended.

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

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

Dated this 15th day of MARCH, 2019

For the Union:

Please print Name

Signature

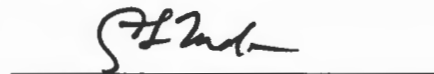
Joe Tenn



Peter Meelker



JAIME ROSA



Mark Shepherd



GEORGE BEHNAM




GEORGE CORPUZ

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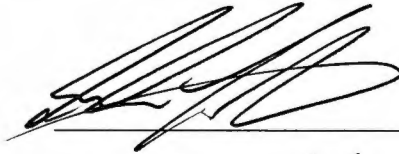
Radhika Sobky


For the Company:
Please print Name

Signature

Andrew Falkenberg

Kayleigh Hanskamp



Kayleigh Hanskamp

APPENDIX "A" - PAY SCHEDULE

Department	Classification	June 14/18	June 15/18	June 15/19	June 15/20	June 15/21
Banquets	Servers	\$14.00	\$14.20	\$14.30	\$14.40	\$14.50
	Houseperson	\$14.00	\$14.40	\$14.80	\$15.20	\$15.65
Service Express	Service Express Attendant	\$16.05	\$16.45	\$16.85	\$17.25	\$17.70
	Service Express Attendant (N)	\$16.84	\$17.24	\$17.64	\$18.04	\$18.49
	Service Express Agent	\$20.41	\$21.01	\$21.61	\$22.21	\$22.81
Daly's	Servers	\$14.00	\$14.40	\$14.80	\$15.20	\$15.65
	Busperson	\$15.90	\$16.30	\$16.70	\$17.10	\$17.55
	Greeter	\$19.55	\$20.15	\$20.75	\$21.35	\$21.95
Culinary	Chef de Partie	\$25.86	\$26.46	\$27.06	\$27.66	\$28.26
	Cook 2	\$23.70	\$24.30	\$24.90	\$25.50	\$26.10
	Cook 3	\$19.50	\$20.10	\$20.70	\$21.30	\$21.90
Stewards	Steward	\$19.00	\$19.60	\$20.20	\$20.80	\$21.40
	Banquet Steward	\$20.26	\$20.86	\$21.46	\$22.06	\$22.66
Beverage	Bartenders	\$14.85	\$15.25	\$15.65	\$16.05	\$16.50
	Beverage Coordinator	\$17.49	\$17.89	\$18.29	\$18.69	\$19.14
Driveway	Door Attendant	\$14.89	\$15.29	\$15.69	\$16.09	\$16.54
	Valet	\$14.89	\$15.29	\$15.69	\$16.09	\$16.54
Housekeeping	Houseperson	\$19.10	\$19.70	\$20.30	\$20.90	\$21.50
	Room Attendant	\$19.81	\$20.46	\$21.46	\$22.11	\$22.76
Laundry	Attendant	\$19.12	\$19.72	\$20.32	\$20.92	\$21.52
Storeroom	Clerk	\$19.33	\$19.93	\$20.53	\$21.13	\$21.73
	Receiver	\$20.45	\$21.05	\$21.65	\$22.25	\$22.85
Engineering	Carpenter	\$27.54	\$28.19	\$29.19	\$29.84	\$30.49
	Maintenance 1	\$25.65	\$26.30	\$27.30	\$27.95	\$28.60
	Maintenance 2	\$24.22	\$24.87	\$25.87	\$26.52	\$27.17
	Maintenance 3	\$21.64	\$22.29	\$23.29	\$23.94	\$24.59
Front Office	Front Desk Agent	\$20.41	\$21.01	\$21.61	\$22.21	\$22.81
	Front Desk Agent (N)	\$21.01	\$21.61	\$22.21	\$22.81	\$23.41

For the purpose of this Collective Agreement, Tipped Employees include the following classifications:

- Banquet Houseperson, Beverage Bartender, Beverage Coordinator, Daly's Server, Daly's Busperson, Service Express Attendant, Valet, Door Attendant,

For the purpose of this Collective Agreement, Non-Tipped Employees include the following classifications:

- Service Express Agent, Daly's Greeter, Chef de Partie, Cook 2, Cook 3, Steward, Banquet Steward, Housekeeping Houseperson, Laundry Attendant, Storeroom Clerk, Storeroom Receiver, Front Desk Agent

LETTER OF AGREEMENT

Between

The Westin Ottawa

And

United Food and Commercial Workers Canada, Local 175

This letter will confirm our discussions concerning commitments made in collective bargaining during the months of March to May 2006 and amended in 2018.

A. SCHEDULING PRACTICES

- The proper consideration of all applicable elements of the Collective Agreement, notably, but not limited to:
 - Seniority;
 - Individually expressed preferences (in keeping with seniority);
 - Availability of a properly trained workforce;
 - Requested days off will not impact preferred days off of individuals with more seniority;
 - A view to achieving more stability and reliability in employee work schedules wherever possible.
- Previously posted schedules which must be modified as a result of unforeseen circumstances will be updated as follows:
 - Corrections are to include consideration of individual shift preferences (shuffling) where the Employer has the benefit of notice extending thirty-six (36) hours or more.
 - Corrections to be made by addition or deletion of shifts (without shuffling) where the Employer has the benefit of notice of less than thirty-six (36) hours.

- B. Annual Vacations - The Company will develop and implement a uniform practice to assign annual vacation periods based on discussions held during the above meeting. The revised vacation practice will include:
- The posting in each department of a vacation calendar during a one month period beginning on or approximately on April 1, such calendar to indicate the number of individuals who may be on vacation each week.
 - All vacations to be assigned by seniority in keeping with individual preferences and the availability of vacation periods.
 - The possibility of obtaining vacation time on an ongoing basis where choices were not made during the above period, subject to a first come first served basis and the availability of vacation periods.
- C. No Harassment Policy - The Company will continue with the application of its Corporate no harassment policy and will promote its content through the following activities:
- Posting of the policy in various locations including posting boards otherwise dedicated to the Union;
 - Promoting the policy at meetings annually.
- D. Pay Equity - The Company will proceed with the implementation of an appropriate pay equity program within twelve months of the signing of the collective agreement, such program to meet all applicable legal requirements. The Company will discuss any modification and/or change to this plan with the Union.
- E. Banquet Scheduling - Efforts will be made to address scheduling issues presented on behalf of the banquet employees by any of the following:
- Identify long shifts on the schedule where possible;
 - Schedule additional short shifts;
 - Stagger starting times of existing shifts;
 - Any other viable method.

- Long shifts identified on the schedule are considered a regular work day of 10 hours unless mutually agreed to by the employee and the employer.
- Regular shifts on the schedule are considered a regular work day of 8 hours unless mutually agreed to by the employee and the employer.
- Employees have the ability to submit preferences to work or not work shifts identified as long shifts prior to the schedule being posted. Employees will have the option, on their availability sheet, to be scheduled on a long shift if they would prefer to get more hours. Once a long shift has been accepted it is agreed that the employee is expected to complete the shift.

F. Stewarding and Daly's Scheduling - For the classifications of Stewarding and Daly's the company will distribute shifts evenly to the part-time employees hired after January 1st 2015, in accordance to their availability.

The company will maximize scheduling to a maximum of three (3) shifts per week for part time employees hired into the department before January 1st 2015. Where additional shifts are available, they will be distributed by seniority.

G. Timeliness and Arbitrations -

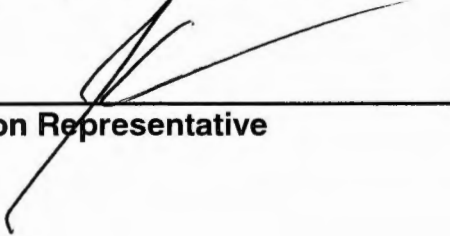
1. Neither party to the Collective Bargaining Agreement will proceed with an argument regarding the timeliness of filing for arbitration without first giving the other party prior written notice of its intent to do so.
2. In the even either party serves the other party such notice, the time limits set forth in the Collective Bargaining Agreement for the filing for arbitration shall then be triggered.
3. The parties agree that any board of arbitrations or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

4. Notwithstanding the foregoing, the parties will attempt to work towards a speedy resolution of all issues arising under the Collective Bargaining Agreement.

Signed:



Andrew Falkenberg, Director of Human Resources



Joe Tenn, Union Representative

LETTER OF INTENT

Between

The Westin Ottawa

And

United Food and Commercial Workers Canada, Local 175

RE: ALTERNATE WORK WEEK PILOT

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

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

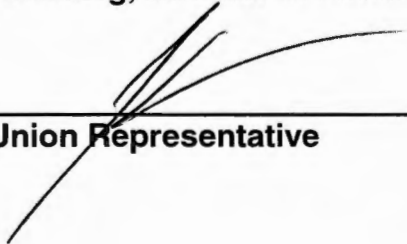
The purpose of the meetings will be to develop workable solutions to all potential issues resulting from the introduction of a four (4) day workweek, including but not limited to the identification of areas where this alternative may or may not be feasible as well as the adaptations that may be required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

The parties agree that the eventual introduction of the above alternate work week during the term of the Collective Agreement will be at the discretion of the Hotel and that the present Letter of Intent does not create an obligation to do so. The parties further agree that the introduction of a four (4) day workweek is feasible only if it can be achieved on a cost neutral or better basis.

Signed:



Andrew Falkenberg, Director of Human Resources



Joe Tenn, Union Representative

LETTER OF AGREEMENT

Between

The Westin Ottawa

And

United Food and Commercial Workers Canada, Local 175

RE: CONTRACTING OUT

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

It is agreed that core departments include:

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

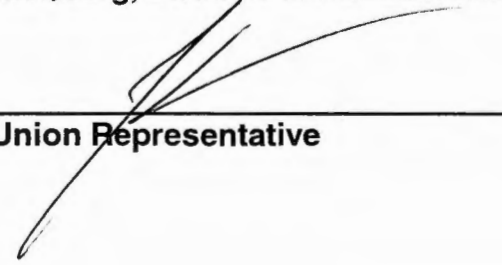
The parties agree that this is not intended to bring into question changes introduced or carried out during the term of the last Collective Agreement.

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

Signed:



Andrew Falkenberg, Director of Human Resources



Joe Tenn, Union Representative

LETTER OF AGREEMENT

Between

The Westin Ottawa

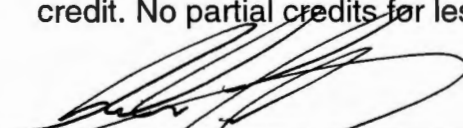
And

United Food and Commercial Workers Canada, Local 175

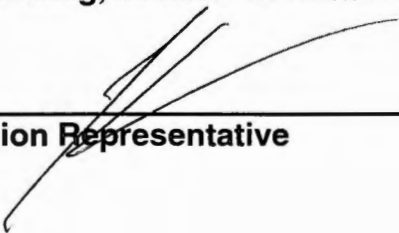
RE: GREEN PROGRAM

By the end of 2019, the Employer agrees to modify the Company's green program as follows:

- Every Green room will be serviced after 2 consecutive days without cleaning.
- Four (4) Green Room cleanings in one day will result in a reduction of one (1) credit. No partial credits for less than four (4) full Green room cleanings.



Andrew Falkenberg, Director of Human Resources



Joe Tenn, Union Representative