

# **COLLECTIVE AGREEMENT**

**THIS AGREEMENT as of the 1st day of May, 1998**

**BETWEEN:**

**TORONTO AIRPORT HILTON INTERNATIONAL**  
(hereinafter referred to as the "Company")

**PARTY OF THE FIRST PART**

**-and-**

**HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES**  
**UNION LOCAL 75**

(hereinafter referred to as the "Union")

**PARTY OF THE SECOND PART**

**TORONTO AIRPORT HILTON**  
**5875 Airport Road**  
**Mississauga, Ontario**  
**L4V 1N1**

Whereas Hilton International owns, manages and operates a hotel in

Mississauga, Ontario known as Toronto Airport Hilton International (hereinafter referred to as the "Airport Hilton"):

AND WHEREAS the general purpose of this agreement between the Airport Hilton and the Union is to establish and maintain:

- (a) orderly collective bargaining relations,
- (b) the rate of pay, hours of work and other conditions of employment for all employees who are subject to the provisions of this Agreement, and
- (c) a procedure for the prompt and fair settlement of all differences between the parties which may arise under this Agreement

WITNESSETH that in consideration of the agreements, conditions, premises and covenants hereinafter set forth, the parties hereto agree as follows:

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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 procedure for settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and employees covered by this Agreement,

and to assist the Company in the most efficient operation of its business.

Now therefore the parties agree as follows;

## **ARTICLE 2**

### **SCOPE**

- 2.01** For the purposes of this Agreement:
- (a)** “Full-time employee” means an employee employed in the bargaining unit described in Article 3.01 who regularly works more than twenty-four hours per week.
  - (b)** “Part-time employee” means an employee employed in the bargaining unit described in Article 3.01 who regularly works less than twenty-four hours per week or less and not classified as a casual employee.
- 2.02** The terms and conditions set forth in this Agreement shall have full force and effect for all full-time employees. With the following exceptions, the terms and conditions set forth in this Agreement shall have full force and effect for all part-

time employees;

- (a) Article 24
- (b) Article 25.02, 25.03 and 25.09
- (c) Article 30

### **ARTICLE 3**

#### **RECOGNITION**

**3.01** The Company recognizes the Union as the bargaining agent of all employees of the Company in the City of Mississauga save and except Supervisors, persons above the rank of Supervisor, office, sales, accounting and front-desk staff, persons supplied to the Company by a contract personnel agency and students employed during the school vacation period. For the purpose of clarification, front-desk staff include employees employed as cashiers and night auditors.

### **ARTICLE 4**

#### **RELATIONSHIP**

**4.01** The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union. The Union agrees that no Union member will

conduct Union activities on the premises of the Company except as specifically permitted by this Agreement or with the written permission of the Company.

The Company and the Union further agree that neither party will condone improper discrimination or personal harassment that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offence, marital status, family status, sexual orientation, handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation. To the extent that any of the above terms are defined by Ontario Human Rights legislation, those definitions will apply in the Article.

**4.02 Joint Union Management Committee** - The Company and the Union will meet periodically but not less frequent than every three months to review matters effecting their day to day relationship. An agenda will be distributed prior to each meeting however, the meeting need not be limited to those subjects. The meetings

will be limited to eight (8) people - four (4) Union and four (4) management. The Chairperson for the meeting will alternate between the Company and the Union and the Chairperson will be responsible for preparing and distributing the agenda and minutes.

**4.03** The Company will provide an available meeting room at no cost to the Union for Union meetings provided that it is for purposes related to the Toronto Airport Hilton bargaining unit.

## **ARTICLE 5**

### **UNION SECURITY**

**5.01** During the lifetime of this Collective Agreement, the Company shall deduct from all employees covered by this Collective Agreement an amount of monthly Union dues as directed by the Union. Note: The Union agrees to provide employees with advance notification of any changes.

**5.02** The amounts so deducted shall be remitted to the Treasurer of the Union within fifteen (15) days after the end of the calendar month during which they were so deducted. When so remitting the Company shall send to the Union a record setting out the name of each employee from whose gross wages the deduction was made and the employee's social insurance number.

**5.03** Once a year, the Company will provide the Union with addresses for all employees for whom Union dues have been deducted. Nothing in this clause prevents the Union from requesting management for more current employee addresses, and management will provide this information to the Union if it possesses it.

**5.04** The Company agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee on the following pay period.

Such authorization is to be completed and signed by the employee on commencement of employment. All employees coming into the bargaining unit shall complete and sign the Union application card. The cards will be supplied



to the Company by the Union. The Union will advise the Company in writing of the distribution of the (3) part Union application card.

**5.05** The company agrees that all new employees entering the bargaining unit shall become members of the Union. The Union agrees to accept into membership all such new employees.

**5.06** The union will save harmless and indemnify the Company from any claim or demand made against the Company for any amounts deducted as herein provided.

**5.07** The Company shall show the yearly Union dues deductions on the employee's T-4 slip.

## **ARTICLE 6**

### **RESERVATION OF MANAGEMENT'S RIGHTS**

**6.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) Maintenance of order, discipline and efficiency;
- (b) Hiring, discharging, laying off, recalling from layoff, suspending, classifying, directing, transferring, promoting, demoting, or otherwise disciplining employees, for just cause subject to the grievance procedure,
- (c) Generally managing the enterprise in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, to direct the working forces, to determine the

number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extensions, limitations, curtailment or cessation of operations, to contract out, contract in, and/or lease out work and/or operations, and all other rights and responsibilities of management not specifically modified by this Agreement.

**6.02** It is understood and agreed that where the rights set forth in Section 6.01 are exercised in a manner which would violate a specific provision set out elsewhere in this Agreement, any employee affected by such action may file a grievance as herein provided, it being specifically understood and agreed by the parties that this article unto itself cannot constitute grounds for filing a grievance if the exercise by the management of its rights does not specifically violate some other specific section of this Agreement.

**6.03** It is agreed that the Company may, at its discretion, issue and enforce from time to time reasonable rules and regulations which shall be binding upon the employees in order to ensure the continuing successful and efficient operation of its business. Breaches of such rules by employees shall be cause for disciplinary action, up to and including discharge. Any such rule enacted by the Company shall be set

down

in writing and posted on the bulletin board herein provided for, a copy will be given to each Union Steward and copies of same shall be made available to any employee on request. Where the Company has posted a rule as herein provided, it shall be deemed for the purposes of this Agreement and for the purposes of discipline and discharge, that the employee has received actual notice of the rule and is bound thereby.

Without limiting the generality of the foregoing, the following offences shall be just cause for discharge:

- (a) The unauthorized use of any narcotic and/or dangerous drugs not prescribed by a duly qualified medical practitioner;
- (b) Theft from either the Company, a fellow employee or guest regardless of the amount involved;
- (c) asking a guest either directly or indirectly for a gratuity.

Further, the unauthorized use of alcohol shall be the subject matter for serious discipline.

## **ARTICLE 7**

### **NO STRIKES OR LOCKOUTS**

**7.01** The union and the employees undertake and agree that they shall neither participate in, call, encourage, support or condone any suspension, stoppage, curtailment or interference with work, which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts

and

the Company agrees that it will not engage in any lockout during the term of this Agreement.

## **ARTICLE 8**

### **NEGOTIATING COMMITTEE**

**8.01** The Union shall appoint or elect a Negotiating Committee consisting of not more than five (5) active seniority employees, one of whom may be a part time employee

and one or more full-time local and/or International Union representatives. The Negotiating Committee shall exclusively carry on negotiations as the appropriate time for the amendment or renewal of this Agreement.

The Company agrees to reimburse not more than the five (5) seniority employees, one of whom may be a part time employee, who are on the Negotiating Committee, at their regular wage rate, for time lost as a result of participating in Union negotiations with the Company.

## **ARTICLE 9**

### **UNION STEWARDS**

**9.01** The Union may elect or appoint one (1) seniority employee, one of whom may be part time, to be a steward to represent employees employed in the following departments or areas provided that such person has seniority in that department or area:

1. Housekeeping;
2. Guest Services/Beverage and Food Service;
3. Engineering/Maintenance;
4. Kitchen;

5. Stewarding;

6. Banquet

The Union shall be entitled to elect or appoint from among the stewards one (1) person to act as the Chief Steward. The Chief Steward must be a full time seniority employee. Whenever there are less than six (6) stewards the Union may have one (1) or more of the remaining stewards represent the employees in the department in which there is a vacancy.

**9.02** The Union will inform the Company in writing of the identity of the stewards and the Company shall not be obliged to recognize such personnel until it has been so informed.

**9.03** No Steward, Union committee member or Union Official employed by the Company may leave his regular duties without the permission of his Supervisor in order to attend to Union business. Such person shall not be so absent for more than a reasonable period of time in order to attend to the matter. Upon his return to his regular duties after having secured such prior permission, he shall give any explanation reasonably required by his Supervisor to explain the duration of his absence.

Union Stewards will be reimbursed at their regular wage rate, for time lost as a result of participating in grievance meetings with the Company.

**9.04** Properly authorized representatives of the Union shall be permitted to enter the premises at reasonable times to meet with employees and Union Stewards regarding Union business, upon notifying the Human Resources Director, or her designate, immediately when they arrive. The Union acknowledges that

employees

and Union Stewards have their regular duties to perform and as such they will not leave their regular duties without first obtaining permission from their Supervisor, which permission will not be unreasonably withheld. When an employee or Union Steward resumes her regular duties, she will report again to her Supervisor. Employees and Stewards will not be interviewed within the hearing of guests nor will they disrupt the regular business of the Hotel.

- 9.05** The Company will compensate the Stewards, at their regular rate of pay, for time spent at educational seminars during regular working hours. Payment of educational seminars will not exceed three (3) hours per month (non cumulative). Notwithstanding the above, the Union will be required to notify the Company three (3) weeks in advance and attendance at such seminars will not prevent the Company from maintaining an adequate and qualified workforce.
- 9.06** Union Stewards having a least one year of seniority shall not be laid off because of lack of work so long as they are capable and have the skill and ability to perform any work available in their respective department/area.

## ARTICLE 10

### GRIEVANCE PROCEDURE

**10.01** It is the mutual desire of the parties hereto that complaints of an employee shall be

adjusted as quickly as possible and it is understood that an employee has no grievance until he or she has given his or her immediate Supervisor an opportunity of adjusting the complaint.

#### **Step 1**

**10.02(a)** If an employee, or group of employees has a complaint or questions involving the interpretation, administration or alleged violation of the collective agreement which he/she/they wish(es) to discuss with the Company, he/she/they shall take the

matter up with their immediate Supervisor, within five (5) working days, excluding

Saturdays, Sundays and statutory holidays but not including Birthday and Anniversary days, from the date of the alleged occurrence giving rise to the complaint. He/she/they may be accompanied by a Steward if he/she they requests such assistance. Management may also request the presence of the Steward.

**10.02(b)** In the case of a group grievance, the names of all affected employees must be provided to the Company at the time of filing the grievance.

#### **Step 11**

**10.03** If such complaint or question is not settled to the satisfaction of the employee(s) concerned within two (2) working days, then the employee(s) with the assistance of the steward, if required, shall outline the grievance in writing, indicate the



nature of the grievance, the article of the collective agreement involved, and the remedy sought. The employee(s) must sign the grievance. Such document must be submitted to the Human Resources Director within a period of five (5) working days, excluding Saturdays, Sundays and statutory holidays but not including Birthday and Anniversary days, from the time the written reply of the employee's immediate Supervisor is received. After such discussion as is necessary, The Human Resources Director shall state in writing his or her decision.

If the grievance is not settled within five (5) working days after it has been submitted to the Human Resources Director the grievance may be taken to Step 111 as herein provided.

### **Step 111**

**10.04** Failing settlement of the grievance as Step 11, the grievance may be submitted to General Manager or designate within five (5) working days excluding Saturdays, Sundays and statutory holidays but not including Birthday and Anniversary days from the date of the Human Resources Director's reply at Step II. The employee may have the assistance of a Union Steward. The General Manager or designate shall give a written response or meet to discuss the matter within five (5) working days excluding Saturdays, Sundays and statutory holidays but not including Birthday and Anniversary days from the General Manager or designate's receipt of the grievance. At this step of the process the Union Business Agent and the Human Resources Director may be present.

**10.05** Failing a satisfactory settlement as provided in Article 10.04 at the request of either

party in writing, the grievance may be referred to arbitration provided such a request is made within thirty (30) calendar days after the decision of the General Manager has been rendered.

**10.06** The time limits as prescribed in Articles 10, 11, 12 and 13 may be extended by mutual agreement of the parties in writing.

**10.07** The Company will not rely on a specific disciplinary warning given to an employee

where that employee has had no further disciplinary warnings within the twelve (12) calendar months immediately following the specific disciplinary warning in question. With respect to suspensions, the Company will not rely on a specific suspension given to an employee where that employee has had no further suspensions within the twenty-four (24) calendar months immediately following the specific suspension in question.

## **ARTICLE 11**

### **ARBITRATION**

**11.01** If either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement and at the same time indicate whether the grievance shall be heard by a single Arbitrator or by a three-person Arbitration Board.

**11.02** If a single Arbitrator is requested, the party shall in its notice of intent to proceed to arbitration, nominate an Arbitrator. Within five (5) days thereafter the other party will respond, either agreeing or suggesting other Arbitrators. If the parties cannot agree on an Arbitrator within five (5) days, they may then request the

Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

**11.03** If a Board of Arbitration is requested, the party shall in its notice, nominate an Arbitrator of the Board. Within five (5) days thereafter the other party will nominate an Arbitrator. The two Arbitrators shall meet immediately, and, if within

two (2) working days they fail to settle the grievance, they shall attempt to select a

Chairperson of an Arbitration Board. If they are unable to agree upon such Chairperson within a further period of twenty-four (24) hours, they may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairperson, within a thirty (30) day period.

**11.04** Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board, or of the single Arbitrator as the case may be.

**11.05** Arbitrators shall not be authorized to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend any part of the Agreement.

**11.06** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

**11.07** The proceedings of the Board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. If a majority decision is not possible, then within a ten (10) day period, the

decision in writing to the Chairperson shall be final and binding upon the parties hereto.

**11.08** At any stage of the Grievance Procedure including arbitration, the conferring

parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to fully investigate all the circumstances.

**11.09** A person who has been involved in an attempt to negotiate or settle the grievance at any step may not act as a single Arbitrator or on the Arbitration Board.

## **ARTICLE 12**

### **UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE**

**12.01** A Union policy grievance or a Company grievance shall be submitted to the Company or the Union, as the case may be, in writing within fourteen (14) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Article 10.04. The Company or the Union, as the case may be, shall give its written decision within three (3) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of the delivery of such written decision and the arbitration provisions of Article 11 shall be followed.

It is understood that the provisions of this Article 12 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 10 shall not be bypassed. All time provisions in this Article exclude

Saturdays, Sundays, statutory holidays but include Birthday and Anniversary days.

## **ARTICLE 13**

### **SUSPENSIONS AND DISCHARGE CASES**

- 13.01** A claim by a seniority employee that he has been suspended and discharged without just cause shall be treated as a grievance and shall commence at Article 10.03 provided a written grievance signed by the employee is presented to the Human Resources Director within five (5) working days after the suspension of discharge. A staff representative of the Union will be permitted to attend at the meeting held pursuant thereto with the Human Resources Director. The discharge of any probationary employee shall not be the subject of a grievance and shall not be arbitrable.
- 13.02** When an arbitrator awards that a seniority employee be compensated for lost benefits such compensation shall not exceed the premiums the Company would have had to pay in accordance with Article 28, 29, 30, to provide the employee with the benefit plans set out therein for the period involved. Nothing herein shall limit the arbitrator's authority to award compensation for lost earnings provided that an arbitrator has no jurisdiction or authority under this Agreement to require the Company to pay an employee any loss suffered on account of an absence of benefits during suspension or discharge or to award an employee an amount which directly or indirectly compensates him for interest on any loss or compensation awarded to him.

## **ARTICLE 14**

### **TIME LIMITS**

**14.01** The time limits and other procedural requirements set out in Articles 10, 11, 12 and 13 are mandatory and not merely directory. Therefore, failure to follow the grievance procedure in accordance with the requirements of these Articles shall be deemed to be a complete waiver and abandonment of the grievance by the grievor.

## **ARTICLE 15**

### **SENIORITY**

**15.01 (a)** An employee will be considered on probation and will not be placed on a department seniority list until her or she has completed a total of three (3) months of continuous employment with the Company.

**(b)** It is recognized that a period of probation is a period during which the Company has the right to assess an employee to determine whether such employee is in the sole opinion of the Company acceptable for employment.

It is, therefore, recognized that probationary employees may be released at the sole discretion of the Company during the probationary period and that such release shall be deemed to be for just cause.

**15.02** Area or departmental seniority lists, based upon the date on which employees commenced to work in the area or department, shall be established and will be

supplied to the Union. Such seniority lists will be updated annually.

For the purposes of this Agreement, each of the following shall be an area for the purposes of determining area seniority:

1. Misty's
2. Harvest Restaurant
3. Harvest Lounge
4. Banquet Department
5. Lobby Coffee Bar
6. Room Service

**15.03** When an employee is transferred to another area or department in the bargaining unit he or she shall retain Company seniority; however, unless the transfer is of a temporary nature for the probationary period or less, he or she must start accumulating seniority in that new area or department. Where the transfers are for less than the probationary period and the employee is returned to the original department within that period of time, the seniority for that employee will continue to accumulate in the original area or department during the employee's absence.

**15.04** In cases of promotions, demotions or upgradings of employees, skill., ability, merit and efficiency of the employees shall be the governing factor and where other things are equal, departmental or area seniority will be the governing factor.

**15.05 (a)** Where it is necessary to generally reduce the working force in a department or area, departmental or area seniority will be the guiding factor so long as

it does not prevent the Company from employing a working force of employees who are qualified and willing to do the work which is available.

(b) When it becomes necessary to send home full-time regular employees because work is not available, they shall be sent home in inverse order of seniority within the department or area. No such employee in any department or area shall be given less than seven and one-half (7 1/2) hours of work on his or her regular scheduled day of work unless all employees with less seniority to that employee in his or her department or area have first been sent home so long as it does not prevent the Company from maintaining an adequate and qualified work force.

**15.06** When recalling employees to work after a layoff, they shall be recalled in inverse order to that in which they were laid off, providing it does not prevent the Company from maintaining an adequate and qualified work force.

**15.07** Employees who are laid off will be retained on the Company's seniority list for a period equal to their length of service for employees with less than one (1) year of service and twelve (12) months for employees with one (1) year or more of continuous service, after which they will be struck from that list.

**15.08** It shall be the duty of the employee or laid off person to notify the Company's Human Resources office promptly, in writing, of any change of his or her address or telephone number. If an employee or laid off person shall fail to do this, the Company shall not be responsible for the failure of any notice to reach him or her and any notice which is sent to the address which appears in the Company's personnel records, shall be conclusively deemed to have been received by the



employee or laid off person on the third day after it was so sent.

**15.09 (a)** Unless an employee signifies his or her intention to return to work within one hundred and twenty (120) hours (5 days) after being recalled his or her name shall be passed over and unless within two hundred and forty (240) hours (10 days) after being recalled he or she reports to work, or gives a legitimate reason for being unable to do so, he or she shall be struck off the seniority list.

**(b)** Part-time employees must signify his or her intention to return to work within seventy-two (72) hours (3 days) after being recalled or his/her name shall be passed over and unless within one-hundred-and-twenty hours (120) (5 days) after being recalled he or she reports to work, or gives a legitimate reason for being unable to do so, he or she shall be struck off the seniority list.

**15.10** An employee's employment shall be deemed to have terminated if the employee,

**(a)** quits;

**(b)** is discharged for cause and is not reinstated through the grievance procedure;

**(c)** is absent from work for more than three (3) working days unless a reason satisfactory to the Company is given;

**(d)** overstays an authorized leave of absence or vacation without providing a reason satisfactory to the Company;

**(e)** is absent because of accident or illness in excess of three (3) days and fails to produce medical proof if so requested; or

**(f)** attains the age of sixty-five (65). If eligibility for C.P.P. is increased, then the mandatory retirement age will increase accordingly.

**(g)** is absent from work for any reason except whereas provided by law for

more than one (1) year or a period equivalent to the employee's seniority prior to the absence, whichever is less.

**15.11** Should a position become available and a replacement is required, the Company will post a notice on the bulletin board for five (5) working days to advise employees of the availability of the position. Only employees who have seniority in the area or department in which the vacancy exists can apply. The job will be awarded to the employee who meets the correct criteria as set out in Article 15.04.

**15.12 (a)** The Company agrees to maintain a separate seniority list for part-time employees. Part-time seniority will apply to such employees in the same fashion that full-time seniority applies to full-time employees, except as specified below.

**(b)** In the case of general reduction in the working force in a department or area, part-time employment in that department or area will be reduced before full-time employment is reduced, so long as it does not prevent the Company from employing a working force of employees who are qualified and willing to do the work which is available.

**(c)** The seven and one-half (7 1/2) hour notice provision contained in A.15.05(b) will not apply to part-time employees. In addition, part-time employees in the department or area will be sent home before full-time employees so long as it does not prevent the Company from employing a working force of employees who are qualified and willing to do the work which is available.

**(d)** When recalling employees to work after a layoff, full-time employees

shall be recalled before part-time employees, again, so long as it does not prevent the Company from employing a working force of employees who are qualified and willing to do the work which is available.

## ARTICLE 16

### LEAVE OF ABSENCE

- 16.01** (a) The Company may, in its discretion, which discretion shall not be unreasonably exercised, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons.
- (b) To qualify for leave of absence an employee must have been employed for a twelve (12) month period from date of hire except in cases of emergency or compassionate reasons.
- (c) Except for emergency situations, requests for leave of absence must be made, in writing four (4) weeks in advance.
- (d) The maximum length of absence will be three (3) months including any outstanding vacation time which must be used before leave of absence.
- (e) The Company will maintain the cost of Health and Welfare benefits in place at no cost to the employee in accordance with Article 29 for a maximum of thirty (30) days.
- (f) Leave of absence may be extended at the Company's discretion for a maximum of two (2) - one (1) month extensions and must be used for the purpose stated in the application.
- (g) Leave of absence will be granted only once a year except in the event of emergency and/or compassionate reasons.
- (h) Leave of absence is a privilege and an employee may be disciplined or discharged if it is used for a purpose other than stated on the application.

The Company may require proof that the leave was used for that purpose stated in the application.

Urgent family business is an acceptable reason for leave of absence in order

to ensure privacy for sensitive situations.

**16.02** Any employee elected or appointed to a full-time Union position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one (1) year. Such employee must advise the Company of her intent to return to work at least thirty (30) days prior to the expiration of such leave of absence.

## **ARTICLE 17**

### **SAFETY AND HEALTH**

**17.01** The Company and the Union agree that they will mutually co-operate and maintain reasonable standards of safety and health in order to prevent injury or illness.

**17.02** An employee who is required by law to submit to a medical examination, shall not be compensated for any loss of income by the Company. An employee who is required by the Company and not by any law to submit to a medical examination during working hours shall be paid at his straight-time hourly rate for a reasonable amount of time spent in attending to such examination. If any employee upon being so examined is found not to fulfill the medical requirements for his position his employment may be terminated. Such terminations shall be subject to the

grievance and arbitration procedures of the Collective Agreement.

**17.03** The Company and the Union agree to comply with any applicable requirements of Ontario's Occupational Health and Safety Act and any regulations made thereunder as such Act and regulations may be amended from time to time.

**17.04** The Union will assist the Company in carrying out any reasonable accident prevention program. The Company will make available to the employees such health and safety training programs as are required by law.

## **ARTICLE 18**

### **SAFETY SHOES**

**18.01** Employees in the Maintenance and Stewarding Departments along with Banquet Porters and Housekeeping Housepersons who have one year or more of continuous service will be paid \$50.00 a year towards the purchase of authorized safety footwear upon presentation of a receipt of purchase.

## **ARTICLE 19**

### **PERSONAL APPEARANCE**

**19.01** Each employee agrees that he or she will adhere to the grooming and hygiene standards of the Company as set out in the Employee Handbook.

## **ARTICLE 20**

### **MERIT RATING**

**20.01** The scales of wages as outlined in Schedule “A” in this Agreement are considered minimum scales and do not prevent the employer from granting merit increases to more proficient employees.

## **ARTICLE 21**

### **BULLETIN BOARDS**

**21.01** The Company will provide a bulletin board. All Union notices must be signed by proper officials of the local Union and submitted to the Human Resources Department of the Company for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Company without the Company’s prior written approval.

## **ARTICLE 22**

### **TRAINING PROGRAMS**

**22.01** The Company will pay an employee at his/her regular rate, straight time for time spent on Company training programs and for time lost on Government mandated training programs including any applicable fee.

## **ARTICLE 23**

### **JURY DUTY**

**23.01** The Company will reimburse seniority employees required to serve on jury duty for regular wages lost, less jury duty allowance, to a maximum of two (2) weeks of lost wages.

## **ARTICLE 24**

### **CONTRACTING OUT**

**24.01** In the event a department or function is permanently discontinued or current bargaining unit work is subcontracted (understood to include contracting in and out) which will result in the elimination of a full-time position, the following will occur;

- a)** The Union and the employee(s) affected will be provided with a minimum of sixty (60) days notice in writing.
- b)** The employee(s) affected may be laid-off work with recall privileges according to the Collective Agreement during the one year period following lay-off.
- c)** In the alternative, the employee(s) affected may request severance of employment from the Company, in which case they will be paid severance pay as follows:  
one (1) weeks pay for each year of service up to ten years;  
one and one half (1.5) weeks pay for each year of service for ten years or more,  
up to a maximum of 26 weeks (inclusive of Employment Standards)



- d)** In the further alternative, employees in all job classifications may apply their Company seniority to displace persons in similar job classifications in another department provided in the opinion of the Company, they have the required skills, ability and desire to do the work available.
- e)** Employee(s) affected may also apply for an available position in a similar classification for which they may be trained during a one month trial period provided in the opinion of the Company they have the required skills, ability and desire to do the work available.
- f)** The Company and the Union agree that the question of successor rights will be determined by the Ontario Labour Relations Act, Section 68.

## **ARTICLE 25**

### **HOURS OF WORK AND WORKING CONDITIONS**

**25.01** It is hereby expressly understood and agreed that the provisions of this schedule are for the purposes 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.

**25.02** The normal hours of work shall be forty (40) hours per week which shall normally be made up of five (5) days or either eight (8) hours each, but they shall not be considered a guarantee of any hours of work. All hours of work are exclusive of meal periods, Every effort shall be made to schedule two (2) consecutive days off in each week, however, it is understood that in cases of emergency or for some other specific work assignment, it may not be possible to attain this goal.

In the Housekeeping Department, the top twelve (12) seniority floor attendants will not be scheduled to work weekends, subject to unforeseen circumstances, such as occupancy changes.

**25.03** Departmental weekly work schedules shall be posted where deemed necessary, not less than four (4) days prior to the schedule period.

**25.04** Employees are entitled to a ten (10) minute break period with pay each half shift.

**25.05** An employee must give notice to the company of his intention to be absent from his scheduled shift as far in advance of the commencement of the shift as reasonably possible. Such notice shall be given to the employee's Supervisor or, in the Supervisor's absence, to the employee's Duty Manager, and shall

include

the reason for such absence and the estimated date of return.

**25.06** Overtime

All hours worked in excess of forty (40) hours of work in any one week or eight (8) hours of work in any one day, whichever shall be applicable, will be paid at the overtime rate of time and one half (1-1/2) the employee's regular rate.

Overtime provisions for part-time and casual employees shall be determined in accordance with the terms and conditions of the Employment Standards Act of Ontario and not Article 25.

When calculating overtime pay, an employee's work week, not including the statutory holiday, will be reduced by the employee's regularly scheduled work day

for each statutory holiday during the week; e.g., an employee who regularly works

six (6) hours a day will be paid overtime for hours worked during the week, exclusive of the statutory holiday, in excess of thirty-four (34) hours during a week containing one statutory holiday.

**25.07** (a) Subject to (b) in cases where the Company requires an employee/s for additional non-scheduled overtime shifts, the preference for such work will be given to employees on the basis of department area seniority, and if there are insufficient volunteers for such work, the company shall assign the work to the most junior employee(s) who has the requisite skill and ability to perform the work.

(b) It is agreed that in unforeseen circumstances, such as occupancy changes,

overtime will be offered to employees on duty in seniority order, and if necessary, assigned to employees on duty in reverse seniority order. It is further agreed that where the unforeseen circumstances last longer than six (6) consecutive hours, management will make a determination as to whether additional overtime can be offered to employees on the basis of department or area seniority. Management's determination will be final unless it is made arbitrarily, discriminatorily or in bad faith.

**25.08** Reporting Pay

All full time employees who report for work on instructions of the Company but are not allowed to commence working shall be provided with four (4) hours of work or pay for that period at their regular rate of pay provided that lack of work is not due to labour disputes, fire, flood or other causes beyond the control of the Company.

All part time employees who report for work on instructions of the Company but are not allowed to commence working shall be provided, in accordance with the Employment Standards Act of Ontario, with three (3) hours of work or pay for that period at their regular rate of pay provided that lack of work is not due to labour disputes, fire, flood or other causes beyond the control of the Company.

**25.09** Where an employee commences work on his or her regularly assigned shift at the regular starting time without having been told not to do so and is directed to cease work and is sent home on the instruction of the Company, the employee shall be paid at his or her regular rate of pay for the balance of the employee's shift unless the employee has been sent home as a consequence of discipline, labour

disputes, fire, flood or causes beyond the control of the Company. It is understood that an employee may be assigned alternative duties for the balance of that employee's shift in the same area or department at the employee's regular rate of pay rather than be sent home.

**25.10** There shall be a one-half (1/2) hour unpaid meal break in each working day at a time to be designated by the Company and in accordance with the Employment Standards Act of Ontario.

**25.11** Switching Shifts

Employees will be permitted to switch shifts with other employees provided that a Supervisor first approves such switch and it results in no overtime pay.

**ARTICLE 26**

**VACATIONS**

**26.01** Seniority employees shall be entitled to an annual vacation in accordance with the following:

- (a) For eligible employees who have completed one (1) year of service or more, but less than five (5) years of service, two (2) weeks vacation with four (4%) per cent of gross pay.
- (b) For eligible employees who have completed five (5) years of service or more, three (3) weeks vacation with six (6%) per cent of gross pay.
- (c) For eligible employees who have completed twelve (12) years of service or more, four (4) weeks vacation with eight (8%) per cent of gross pay.
- (d) For eligible employees who have completed twenty (20) years of service or more,

five (5) weeks vacation with ten (10%) per cent of gross pay.

**26.02** For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of his employment shall apply.

**26.03** Vacations shall be granted within six (6) months following the eligible employees anniversary date of employment, subject to unforeseen circumstances such as occupancy changes.

**26.04** Request for vacation shall be made in writing to the department head concerned at least four (4) weeks in advance of the start of the vacation. It is recognized that the volume of the Company's business varies from one time to another. Accordingly, the Company shall grant preference to employees with respect to scheduling their vacations in order of their overall seniority, subject to the Company's staffing requirements. The Company will act reasonably and will consider any undue hardship caused by such scheduling. It is further understood that the Company retains the right to require employee to take their vacations if and when they are requested.

Where two or more employees request vacation time off for the same period, the junior employee will have preference, providing that the junior employee has applied in writing three months prior to the proposed time off; and the senior employee has not applied 3 months prior to the proposed time off. ie.:

Where a senior full-time employee requests vacation prior to the junior or part-time employee, the senior or full-time employee will have preference.

If there is no request from a senior or full-time employee and the junior or part-time employee has applied in writing three (3) months in advance of the

requested time off, preference will be given to the junior employee.

If a senior or full-time employee requests the same vacation time off after the junior employee has made his/her request in writing 3 months in advance of the request time off, the junior employee's request will have preference.

**26.05** Vacation credits shall not be accumulated from one year to the next.

## **ARTICLE 27**

### **STATUTORY HOLIDAYS**

**27.01** Where an employee who has completed his or her probationary period works the scheduled shift immediately prior to the statutory holiday and the scheduled shift immediately following the statutory holiday, unless failure to do so is supported by a doctor's certificate in a form satisfactory to the Company, the employee shall be paid holiday pay at his or her regular hourly rate for the number of hours equivalent to that employee's regular work day.

**27.02** The statutory holidays shall be:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day
8. Boxing Day
9. Floating Holiday
10. The Employee's Birthday
11. The Employee's anniversary of employment date

**27.03** Where a statutory holiday occurs during an employee's vacation, the employee shall be entitled to one day's pay or an extra day of vacation, according to the

agreement of the employee and her manager. Where no agreement exists, the employee will receive one day's pay.

**27.04** In the event that an employee is required to work on the statutory holidays named above, he or she shall be paid time and one-half (1-1/2) for all hours so worked and,

in addition, shall either receive another day off with pay or payment of the statutory holiday, according to the agreement of the employee and her manager.

Where no agreement exists, the employee will receive payment of the statutory holiday.

**27.05** An otherwise eligible employee, who is scheduled to work on one of the designated holidays but does not report for work and work as scheduled, shall forfeit his or her holiday pay for that particular day.

**27.06** The floating holiday shall be taken on a date mutually agreed to by the Company and the employee and where they are unable to agree on the date, it shall be taken on a day at the end of the employee's next annual vacation.

## **ARTICLE 28**

### **BEREAVEMENT LEAVE**

**28.01** When either the current spouse, parent, child, brother, sister, mother-in-law or father-in-law of a full time or part time seniority employee dies, that employee on request will be excused for a period not to exceed three (3) consecutive days (or such fewer days as the employee may be absent). When a grandchild or grandparent of a full time or part time seniority employee dies, that employee on request will be excused for a period of two (2) working days. In any event, the



eligible employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based on the employee's straight-time hourly rate exclusive of premiums.

## **ARTICLE 29**

### **HEALTH AND WELFARE**

**29.01(a)** On and after the date of ratification, the Company will contribute on behalf of each full time and part time seniority employee, fifty-eight cents (58c) for each hour worked by the seniority employee to the Union's group insurance plan and the Company shall deduct from the employee's earnings and remit to the Union's welfare plan, fifteen cents (15c) for each hour worked by such employee. On and after the seniority employee has been in the employment of the Company for twelve (12) months, the Company's contribution under this provision shall increase to seventy-three cents (73c) for each hour worked by the seniority employee and no deduction shall be made from the earnings of that employee.

(b) On an after May 1, 1999 the Company will contribute on behalf of each full time and part time seniority employee, sixty-three cents (63c) for each hour worked by the seniority employee to the Union's group insurance plan and the Company shall deduct from the employee's earnings and remit to the Union's welfare plan, fifteen cents (15c) for each hour worked by such employee. On and after the seniority employee has been in the employment of the Company for

twelve (12) months, the Company's contribution under this provision shall increase

to seventy-eight cents (78c) for each hour worked by the seniority employee and no deduction shall be made from the earnings of that employee.

(c) On and after May 1, 2000, the Company will contribute on behalf of each full time and part time seniority employee, sixty-eight cents (68c) for each hour worked by the seniority employee to the Union's group insurance plan and the Company shall

deduct from the employee's earnings and remit to the Union's welfare plan, fifteen

cents (15c) for each hour worked by such employee. On and after the seniority employee has been in the employment of the Company for twelve (12) months the Company's contribution under this provision shall increase to eighty-three cents (83c) for each hour worked by the seniority employee and no deduction shall be made from the earnings of that employee.

(d) No contribution or other payment shall be made by the Company where the hour worked is considered to be subject to the overtime premiums provided in either Article 25 or Article 27.

(e) The Company will contribute premiums for hours normally worked during maternity leave, weekly indemnity leave and vacation leave.

(f) All contributions and remittances to the Union's Health and Welfare Plan shall be paid to the administrator appointed by the Trustees of the Plan for deposit in the Plan's trust account.

## ARTICLE 30

## PENSION PLAN

**30.01(a)** On and after the date of ratification, the Company will contribute on behalf of each

employee who has been in the employment of the Company for eighteen (18) months or more, twenty-five cents (25c) for each hour worked by that employee to the Union's pension plan and the Company shall deduct from that employee's earnings and remit to that plan, fifteen cents (15c) for each hour worked by that employee.

(b) On and after May 1, 1999, the Company will contribute on behalf of each employee who has been in the employment of the Company for eighteen (18) months or more, thirty cents (30c) for each hour worked by that employee to the Union's pension plan and the Company shall deduct from that employee's earnings

and remit to that plan, twenty cents (20c) for each hour worked by that employee.

(c) On and after May 1, 2000, the Company will contribute on behalf of each employee who has been in the employment of the Company for eighteen (18) months or more, forty cents (40c) for each hour worked by that employee to the Union's pension plan and the Company shall deduct from that employee's earnings

and remit to that plan, twenty-five cents (25c) for each hour worked by that employee.

(d) No contribution shall be made by the Company under this provision where the hour worked is considered to be subject to the overtime premiums provided in either Article 25 or Article 27.

- (e) All contributions and remittances to the Union's Pension Plan shall be paid to the administrator appointed by the Trustees of that plan for deposit in the Plan's trust account.

## **ARTICLE 31**

### **MATERNITY LEAVE**

**31.01** Employees shall be entitled to maternity leave in accordance with the Employment

Standards Act of Ontario.

## **ARTICLE 32**

### **COMPASSIONATE FUND**

**32.01** The Company will contribute one (1) cent per hour worked towards Local 75 H.E.R.E. Compassionate Fund. The money will be forwarded to the Union along with the union dues each month. The Union will arrange to deposit the funds in trust for employees of the Toronto Airport Hilton.

**32.02** When a need arises an appointed Union Steward (Hilton Hotel) and the Human Resources Director will agree upon the need, the amount of funds to be expended and the details of the expenditure.

**32.03** If the Union Steward and the Human Resources Director fail to agree the matter will be determined by the Joint Union and Company Committee (Article 4.02).

## **ARTICLE 33**

### **SCHEDULES**

**33.01** Annexed to the present agreement are the following schedules which are hereby declared to form part hereof:

- (a) Schedule "A" - Occupational Classifications and Wage Rates
- (b) Schedule "B" - Banquet Department

## **ARTICLE 34**

### **DURATION**

**34.01** This Agreement shall become effective on the **1st day of May, 1998** and shall remain in full force and effect and shall not be reopenable, save and except as otherwise herein expressly provided and will expire on **April 30, 2001** and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided in Article 24.02 (a) hereof of its desire to negotiate amendments to this Agreement.

**35.02** Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to **April 30, 2001** or similar periods thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purposes of negotiations and this Agreement shall remain in effect until the new agreement has been negotiated and signed or until the date upon which the

Union may call a legal strike pursuant to the Labour Relations Act of Ontario,  
whichever is later.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representative as of the            day of            1998.

For HOTEL EMPLOYEES AND  
RESTAURANT EMPLOYEES UNION,  
LOCAL 75

For TORONTO AIRPORT HILTON  
INTERNATIONAL

## **SCHEDULE “B”**

### **BANQUET DEPARTMENT**

**B.01** The following are the classifications of banquet employees:

- (a) A full-time banquet employee is an employee who regularly works more than 24 hours per week but is not a casual banquet employee.
- (b) A part-time banquet employee is an employee who regularly works not more than 24 hours per week but is not a casual banquet employee.
- (c) A casual employee is an employee who regularly works not more than 10 hours per week.

**B.02**

- (a) Except as otherwise provided herein, full-time banquet employees shall be subject to all the terms and conditions of the Agreement between the Company and the Union.
- (b) Only the terms and conditions of this schedule and the terms and conditions of Article 2 - 2.02 of the Agreement apply to part-time employees.
- (c) Casual banquet employees shall be deemed to have been hired for each function worked and terminated at the end thereof such that such persons shall only be employed subject to the provisions of this schedule and not the other terms and conditions of this Agreement.

**B.03** Hours of Work and Overtime

Except for banquet porters, hours of work and overtime provisions for full-time, part-time and casual banquet employees shall be determined in accordance with the terms and conditions of the Employment Standards Act



of Ontario and not Article 25.

#### **B.04 Gratuities**

The Company shall continue its present practice of paying a flat sum per type of function on account of gratuities. The amount of such flat sums will be increased based on the dates and percentages set out in Schedule A.

The flat sum per type of function on account of gratuities shall be as follows:

	<b>Date of Ratification</b>	<b>May 1/99</b>	<b>Nov. 1/99</b>	<b>May 1/00</b>	<b>Nov.1/00</b>
<b><u>Servers</u></b>					
Breakfast	\$22.44	\$23.00	\$23.23	\$23.93	\$24.17
Lunch	\$22.70	\$23.27	\$23.50	\$24.21	\$24.45
Dinner	\$30.09	\$30.84	\$31.15	\$32.08	\$32.40
<b><u>Bartenders</u></b>					
Lunch	\$22.44	\$23.00	\$23.23	\$23.93	\$24.17
Dinner	\$30.09	\$30.84	\$31.15	\$32.08	\$32.40
Reception/ Late Finish	\$32.64	\$33.46	\$33.79	\$34.80	\$35.15
<b><u>Porters</u></b>					
Senior Porter	\$4.85*	\$4.97*	\$5.02*	\$5.17*	\$5.22*
Porter (ft/pt)	\$4.34*	\$4.45*	\$4.49*	\$4.62*	\$4.67*
Porter - casual	\$3.57*	\$3.66*	\$3.70*	\$3.81*	\$3.85*
<b>*per hour worked</b>					
<b><u>Coffee Servers</u></b>					
Senior Attendant	\$7.14*	\$7.32*	\$7.39*	\$7.61*	\$7.69*
Attendant	\$6.63*	\$6.80*	\$6.87*	\$7.08*	\$7.15*
<b>*per hour worked</b>					

#### **B.05 Meals**

Full-time, part-time and casual banquet employee shall be allowed one (1) meal after 4 hours worked.

**B.06** Vacation Pay

Vacation pay for the part-time and casual banquet employees shall be in accordance with the provisions of the Employment Standards Act of Ontario rather than those as set out in Article 26 of the Agreement.

**B.07** Management Rights

Terms and conditions of the Management's rights clause at Article 6 applies to all banquet employees.

**B.08** Union Dues

Full-time and part-time banquet employees will pay Union dues in accordance with Article 5. Casual employees only pay dues per shift worked and not the Union's initiation fee.

The Union dues for casual banquet employees shall be \$4.00 per shift to a maximum of \$24.00 per month per casual banquet employee.

**B.09** Scheduling Banquet Functions

In scheduling banquet functions, the Company will call full-time employees first, part-time employees second and casual employees third. The parties recognize that management cannot be responsible for failure to actually make contact with employees concerned so long as it has attempted to contact them.

November 24, 1998

Hotel Employees Restaurant  
Employees Union - Local 75  
250 Ferrand Drive  
Suite 604  
Don Mills, Ontario  
M3C 3J4

Attention: Frank Piserchia

Dear Frank:

Re: Letter of Understanding - Reproduction of Agreement

This is to confirm that the Hotel and the Union agree to equally share the cost of reproducing the Collective Agreement.

Please confirm the Union's Agreement to the foregoing in the space noted below.

Yours truly,

TORONTO AIRPORT HILTON

---

Susan Morley

Agreed this 24th day of November 1998

---

Frank Piserchia

November 24, 1998

Hotel Employees Restaurant  
Employee Union - Local 75  
250 Ferrand Drive  
Suite 604  
Don Mills, Ontario  
M3C 3J4

Attention: Frank Piserchia

Dear Frank:

Re: Letter of Understanding - Working Supervisors

This is to confirm that the Hotel and the Union agree that the practice of working Supervisors is necessary to the Company's ability to run its operations efficiently. This practice includes Supervisors performing bargaining unit work where applicable. If the Union feel that this practice is being abused, Management will meet with the Union to discuss the matter.

The Company confirms that no further Supervisors positions will be added to this practice. Please confirm the Union's Agreement to the foregoing in the space noted below.

Yours truly,

TORONTO AIRPORT HILTON

---

Susan Morley

Agreed to this 24th day of November 1998

---

Frank Piserchia

November 24, 1998

Hotel Employees Restaurant  
Employees Union - Local 75  
250 Ferrand Drive  
Suite 604  
Don Mills, Ontario  
M3C 3J4

Attention: Frank Piserchia

Dear Frank:

Re: Letter of Understanding - Mandatory Retirement

This is to confirm that the Hotel and the Union have agreed that notwithstanding Article 15.10(f) of the collective agreement between the parties, employees who were 65 years of age or older as of December 3, 1992, will not be deemed to be terminated as a result of the operation of the said article.

If eligibility for CPP is increased, then the mandatory retirement age will increase accordingly.

Please confirm the Union's agreement to the foregoing in the space noted below.

Yours truly,

TORONTO AIRPORT HILTON

---

Susan Morley

Agreed to this 24th day of November 1998

---

Frank Piserchia

November 24, 1998

Hotel Employees Restaurant  
Employees Union - Local 75  
250 Ferrand Drive  
Suite 604  
Don Mills, Ontario  
M3C 3J4

Attention: Frank Piserchia

Dear Frank:

Re: Letter of Understanding - Bulletin Board

This is to confirm that the Hotel and the Union have agreed that the Hotel agrees that one half of the existing bulletin board shall be devoted to Union notices.

Please confirm the Union's Agreement to the foregoing in the space noted below.

Yours truly,

TORONTO AIRPORT HILTON

---

Susan Morley

Agreed to this 24th day of November 1998

---

Frank Piserchia