

COLLECTIVE AGREEMENT

THIS AGREEMENT as of the 1st day of February, 2006

BETWEEN:

HILTON TORONTO AIRPORT
(hereinafter referred to as the “Employer” or “Company”)

PARTY OF THE FIRST PART

-and-

UNITE HERE LOCAL 75
(hereinafter referred to as the “Union”)

PARTY OF THE SECOND PART

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

Whereas Hilton Hotels Corp. manages a hotel in Mississauga, Ontario known as Hilton Toronto Airport (hereinafter referred to as the "Hilton Airport") on behalf of 2108799 Ontario Inc., an Ontario Corporation in its capacity as General Partner for and on behalf of Northstar Hospitality Limited Partnership;

AND WHEREAS the general purpose of this agreement between the Hilton Airport 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 Employer and employees covered by this Agreement, and to assist the Employer 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 twenty-four (24) or more 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.
- (c)** For the purpose of greater clarity, an employee shall only move from part-time to full-time status where:
 - (i)** They are the successful applicant for a full-time position; or
 - (ii)** A part-time employee occupying a position covered by the bargaining unit may, not more than twice per calendar year, request in writing to have their employment status verified. After verification, should said employee have averaged twenty-four (24) hours a week or more over a twelve (12) consecutive week period within the same classification, within the same department, they shall only then be classified as full-time.
 - (iii)** In the application of (ii), an employee must indicate their acceptance or refusal by signing the appropriate letter of option, provided by the Human Resources Department. Should the employee accept the change in their status, they shall start to accumulate full-time seniority from the date of signing their acceptance.
- (d)** Refer to Schedule “B” for casual status only.

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 25.02

(b) Article 30

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Union as the bargaining agent of all employees of the Employer in the City of Mississauga save and except Supervisors, persons above the rank of Supervisor, office, sales and accounting staff, persons supplied to the Employer by a contract personnel agency and students employed during the school vacation period.

ARTICLE 4

RELATIONSHIP

4.01 The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Employer 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 Employer except as specifically permitted by this Agreement or with the written permission of the Employer.

The Employer 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, color, 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 Employer 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 meeting will be limited to ten (10) people - eight (8) Union with at least one (1) representative from the Housekeeping Department and two (2) management. The Chairperson for the meeting will alternate between the Employer and the Union and the Chairperson will be responsible for preparing and distributing the agenda and minutes. The parties further agree that a regular item for discussion shall be the Employer's uniform/linen services/first aid and defibrillator purchasing practices. The discussion shall be of an advisory nature.

4.03 The Employer 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.

4.04 The Employer shall not prohibit the wearing of union pins and buttons provided they are of a reasonable size and style and management approves of their use beforehand. Management shall not unreasonably withhold approval.

ARTICLE 5

UNION SECURITY

5.01 The parties agree to a compulsory dues check off (including initiation fees, union dues and assessments) for all employees within the scope of the Agreement.

5.02 It is understood that the amount of initiation fees and dues and the frequency of deductions is determined by the Local Union, or by Union International Convention and may be changed by providing sixty (60) days' notice in writing to the Employer of any such change. Such notice of change must be signed by the Secretary Treasurer or the President of the Local Union.

5.03 Unless notified otherwise by the Union, all deductions shall be collected from the employee's first pay in each month.

5.04 All new employees will be provided a Union Application card by the Employer to be filled out at the time of hiring. The Employer will forward two (2) copies of the completed Union Application Card to the Union Office within two (2) working days of hiring.

5.05 All bargaining unit employees must become and remain a member in good standing in the Union as a condition of employment.

5.06 All sums deducted shall be forwarded to the Treasurer of the Local Union. These sums must be received by the Union on or before the fifteenth (15th) day of each month following the month in which the deductions are made.

5.07 Accompanying the submission of deductions will be a list of bargaining unit employees. The list will contain the following information:

- (a) the amount of dues/initiation fees/assessments deducted for each member;
- (b) if no sum is deducted for a member, the reasons therefore (eg. Sick, WSIB leave, layoff, quit, termination);
- (c) employees' full time or part time status, their social insurance number, updated address and telephone number, classification, department and wage rate;
- (d) the aforementioned list will be provided electronically or on computer disk if requested by the Union, and if feasible to do so;

5.08 On request and with reasonable notice, the Employer will allow the Union to access payroll records, schedules, sign-in and sign-out sheets and any other information

reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.

- 5.09** If directed to do so by the Union, the Employer will provide Union originated withdrawal cards to employees whose absence is expected to last beyond a one (1) month period.
- 5.10** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 5.11** Nothing in this above Agreement or in the general body of the Contract shall be construed as limiting to any degree the right to the Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages shall be considered to be completely apart from the contract and shall be regarded as premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the scale in the classifications concerned.
- 5.12** At the same time that income tax T-4 slips are made available, the Employer shall type on the slip the amount of Union dues and initiation fees paid by each Union member in the previous year.

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 Employer and remain exclusively within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer'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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, a fellow employee or guest;
- (c) Asking a guest 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 Employer, nor shall there be any sympathy strikes or secondary boycotts and the Employer 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 seven (7) 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 Employer agrees to reimburse not more than the seven (7) 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 Employer.

- 8.02** It is clearly understood that the Negotiating Committee is a separate entity, and will deal with such matters as are properly the subject of negotiations, including the proposals for the renewal or modifications of this Agreement at the proper time as provided herein.

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/Food and Beverage;**
- 3. Engineering/Maintenance;**
- 4. Kitchen;**
- 5. Stewarding;**
- 6. Banquet**
- 7. Front Office**

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 Employer in writing of the identity of the stewards and the Employer 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 Employer 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 return to their regular duties after having secured such prior permission, they shall give any explanation reasonably

required by their Supervisor to explain the duration of their absence. Union Stewards will be reimbursed at their regular wage rate, for time lost as a result of participating in grievance meetings with the Employer.

- 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 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 their regular duties, they will report again to their 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 Employer 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 Employer three (3) weeks in advance and attendance at such seminars will not prevent the Employer 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 they have given their 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 they wish to discuss with the Employer, 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. They may be accompanied by a Steward if they request 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 Employer at the time of filing the grievance.

Step 2

- 10.03** If such complaint or question is not settled to the satisfaction of the employee(s) concerned within three (3) 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 their 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 3

- 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 designates 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. Such agreement will not be unreasonably withheld.
- 10.07** The Employer 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 Employer 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 EMPLOYER GRIEVANCE

12.01 A Union policy grievance or a Employer grievance shall be submitted to the Employer 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 Employer 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 Employer 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

SUSPENSION AND DISCHARGE CASES

13.01 A claim by a seniority employee that they have been suspended and/or 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 or 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 Employer 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 Employer 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 them for interest on any loss or compensation awarded to them.

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 they have completed a total of three (3) months of continuous employment with the Employer.

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

It is, therefore, recognized that probationary employees may be released at the sole discretion of the Employer 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 and posted in all the departments within the Hotel. 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. Harvest Restaurant
2. Harvest Lounge
3. Banquet Department
4. Lobby Coffee Bar
5. Room Service

15.03 (a) When an employee is transferred to another area or department in the bargaining unit they shall retain Employer seniority; however, unless the transfer is of a temporary nature for the probationary period or less, they 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.

(b) Should an employee move from part-time to full-time status, the employee will be placed on the bottom of the full-time seniority list.

(c) Should a full-time employee choose to change to part-time status and the request can be accommodated, the employee classification seniority date will not be affected. The employee will not be placed on the bottom of the part-time seniority list; instead the employee shall be credited with their seniority as a former full-time employee.

15.04 In cases of promotions, demotions or upgrading 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 Employer 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 their scheduled hours of work on their regular scheduled day of work unless all employees with less seniority to that employee in their department or area have first been sent home so long as it does not prevent the Employer from maintaining an adequate and qualified work force. For example, if an employee who is being sent home due to lack of work and in accordance with seniority and is scheduled to work five and one half (5 ½) hours that employee will be paid for five and one half (5 ½) hours.

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 Employer from maintaining an adequate and qualified work force.

15.07 Employees who are laid off will be retained on the Employer'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 Employer's Human Resources office promptly, in writing, of any change of their address or telephone number. If an employee or laid off person shall fail to do this, the Employer shall not be responsible for the failure of any notice to reach them 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 or laid off person on the third day after it was so sent.

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

- (b) Part-time employees must signify their intention to return to work within seventy-two (72) hours (3 days) after being recalled or their name shall be passed over and unless within one-hundred-and-twenty hours (120) (5 days) after being recalled they report to work, or gives a legitimate reason for being unable to do so, they 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 Employer is given;
- (d) overstays an authorized leave of absence or vacation without providing a reason satisfactory to the Employer;
- (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

(i) Should a position become available and a replacement is required, the Employer will post for seven (7) calendar days on the bulletin board, within the immediate work area of the vacancy and outside the Human Resources office, the availability of the position.

(ii) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department or Food & Beverage Outlet of the vacancy, applications from employees in other Departments or Food & Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration. In so doing, the employer shall consider an employee's prior training.

For applicants within the Department or Food & Beverage Outlet, where all other factors including skill, ability, and efficiency are equal, department seniority shall be the governing factor.

For applicants outside the Department or Food and Beverage Outlet, where all other factors including skill, ability and efficiency are equal, house seniority shall be the determining factor. Furthermore, the parties agree that qualified internal applicants have preference over qualified external applicants.

(iii) This clause shall not prevent the Company from maintaining an adequate and qualified workforce.

- 15.12 (a)** The Employer 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 Employer from employing a working force of employees who are qualified and willing to do the work which is available.
- (c)** 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 Employer from employing a working force of employees who are qualified and willing to do the work, which is available.
- (c)** 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 Employer 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 Employer 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 given 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 Employer 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 Employer'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 Employer 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.
- (i) In accordance with *Employment Standards Act Ontario, 2000* each calendar year, an employee is entitled to ten (10) unpaid "emergency leave" days because of: (i) personal illness, injury or medical emergency; (ii) death, illness, injury or medical emergency of a family member; or (iii) an urgent matter that concerns a family member. Family members include: the employee's spouse or same-sex partner; parent, step-parent, foster parent of the employee or the employee's spouse or same sex partner; child, step-child or foster child; grandparent, step-grandparent, grandchild or step-grandchild; employee's brother or sister; or a relative of the employee who is dependent on the employee for care of assistance.

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 Employer of their 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 Employer 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 Employer. An employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at their 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 their position employment may be terminated. Such terminations shall be subject to the grievance and arbitration procedures of the Collective Agreement.

17.03 The Employer 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 Employer in carrying out any reasonable accident prevention program. The Employer will make available to the employees such health and safety training programs as are required by law.

17.05 The Employer and the Union agree to establish and maintain a Joint Health and Safety Committee, The Union will select four (4) committee members and the Hotel will select four (4) committee members.

The Joint Health and Safety Committee will promote and encourage all employees to actively participate in health and safety matters.

ARTICLE 18

SAFETY SHOES/KITCHEN TOOLS

18.01 Full time and part time seniority employees in the Maintenance, Stewarding, Kitchen and Guest Services Departments along with Banquet Porters and Housekeeping Housepersons, will be reimbursed \$50.00 once every twelve (12) months for the purchase of authorized safety footwear upon presentation of a receipt of purchase. Part time seniority employees in the same departments and/or positions, hired on and after May 1, 2001 will be reimbursed \$50.00 once every (18) months for the purchase of authorized safety footwear upon presentation of a receipt of purchase. Effective January 1, 2007 the reimbursement will increase to \$65.00.

18.02 Employees in the Kitchen Department will be reimbursed \$50.00 once every twelve (12) months for the purchase of knives and/or utensils 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 Employer as set out in the Employee Handbook.

19.02 Uniforms

(a) The Employer agrees to supply complete uniforms to bargaining unit employees who are required by the employer to wear uniforms. Uniforms will be cleaned and kept in good repair at no cost to the employee.

(b) For employees required to work outside in inclement weather, the Employer agrees to provide the appropriate attire, including parkas, raincoats, gloves, hats etc. Employees who are required to remove snow will be provided with the appropriate footwear.

(c) The Employer expects that employees will take appropriate care of the uniforms provided. Upon termination, Hotel issued uniforms must be returned in good repair. Otherwise, the cost of the uniforms will be the responsibility of the employee.

ARTICLE 20

MERIT RATING

20.01 The scale 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 Employer 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 Employer for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's prior written approval.

ARTICLE 22

TRAINING PROGRAMS

22.01 The Employer will pay an employee at their regular rate, straight time for time spent on Employer training programs and for time lost on Government mandated training programs including any applicable fee.

ARTICLE 23

JURY DUTY

23.01 The Employer 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, no employee employed on the date of receipt of written notice of ratification shall be permanently laid off as a direct result of the contracting out of any work currently performed by bargaining unit employees without first being offered the option to choose alternative employment or enhanced severance as follows:

0-5 years	= 1 week per year
6-14 years	=1 week, 3 days per year
15-19 years	= 2 weeks per year
20+ years	= 3 weeks per year

The rate of pay for gratuity employees will be determined per their earnings on their T4 slip.

The severance obligations herein are inclusive of the *Employment Standards Act, 2000* (as amended) payments.

For the purposes of severance pay calculation, the Employer will use forty (40) hours a week for full –time employees. Part-time employees will have their hours averaged over the one year preceding the permanent layoff.

- d) In the further alternative, employees in all job classifications may apply their Employer seniority to displace persons in similar job classifications in another department provided in the opinion of the Employer, 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 Employer they have the required skills, ability and desire to do the work available.
- f) The Employer 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 of 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.

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 fifteen (15) minute break period with pay each half shift.

25.05 An employee must give notice to the Employer of their intention to be absent from their 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 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 after (44) hours per week 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 Employer 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 Employer 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 Employer 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 Employer. All part time employees who report for work on instructions of the Employer but are not allowed to commence working shall be provided, in accordance with the Ontario *Employment*

Standards Act, 2000 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 Employer.

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 Employer, the employee shall be paid at his or her regular rate of pay for the balance of their shift unless the employee has been sent home as a consequence of discipline, labour disputes, fire, flood or causes beyond the control of the Employer. 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 Employer and in accordance with the Ontario *Employment Standards Act, 2000*.

25.11 Switching Shifts

Employees shall notify their Supervisor(s) of proposed shift exchanges in advance. The Supervisor's approval shall not be unreasonably denied. As this is a continuing privilege, the employees concerned shall be responsible for ensuring that the shift is properly covered. The Employer will not be required to pay overtime which could arise as a result of a shift exchange.

25.12 Requested Changes for Days Off

Employees must submit in writing to their Manager any request for a specific work day(s) off or to substitute a regular day(s) off. Such request must be received prior to the corresponding schedule being posted otherwise the request will not be considered except as required by law. Requests are not automatically granted, however they will be considered on the basis of business demands, scheduled vacations, absences and seniority following which the Manager will provide a written response to the request. In accommodating such requests, the Employer will not be required to make any overtime payment directly resulting from this request.

25.13 Temporary Transfers

In the event an employee is assigned to a job other than that to which they are permanently assigned for a minimum of one (1) hour or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is higher, for all hours worked in the assigned.

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 Employer's business varies from one time to another. Accordingly, the Employer shall grant preference to employees with respect to scheduling their vacations in order of their overall seniority, subject to the Employer's staffing requirements. The Employer will act reasonably and will consider any undue hardship caused by such scheduling. It is further understood that the Employer 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. Except in cases where an employee makes such a request in writing, by the 31st March, of the preceding year, and such credit shall not exceed two (2) weeks.

For clarity, upon taking his/her full vacation entitlement, an employee shall receive all remaining accrued vacation pay.

ARTICLE 27

PAID HOLIDAYS

27.01 (a) The hotel will grant to all full-time and part-time employees within the scope of the Contract prior to the holidays concerned, and who work all of their last regularly scheduled day of work before the public holiday and all of their regularly scheduled day of work after the public holiday, pay for the days listed:

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

(b) In addition, all full-time and part-time employees who are on the seniority list within the scope of the contract and who have completed their probationary period prior to the holidays concerned, pay for the days listed:

Employee's Birthday

Employee's anniversary of date of hire

Civic Holiday

1 Floating Personal Day (effective January 1, 2007)

An additional Floating Personal Day (effective January 1, 2009)

27.03 Where a paid 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 paid 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 paid holiday, according to the agreement of the employee and their manager. Where no agreement exists, the employee will receive payment of the paid 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 their holiday pay for that particular day.

27.06 The floating holidays shall be taken on a date mutually agreed to by the Employer 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. When a niece, nephew, uncle, aunt, brother-in-law, sister-in-law of a full time or part time seniority employee dies, the employee on request will be excused for one (1) working day to attend the funeral. In any event the eligible employee shall not be entitled to receive any pay hereunder for any day upon which the employee would not otherwise have been scheduled to work and in all the above cases the Employer may request proof of death (certificate, newspaper obituary notice etc.) In all the above cases the excused time must encompass the day of the funeral. 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 Employer. Payment will be based on the employee's straight-time hourly rate exclusive of premiums.

ARTICLE 29

HEALTH AND WELFARE

29.01 The Employer will contribute to UNITE HERE Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of full time and part time bargaining unit employees who have completed their probationary period. The effective date of benefit increases will be from the start of the first pay period closest to the effective date.

Date of Ratification	\$1.16
February 1, 2007	\$1.19
August 1, 2007	\$1.22
February 1, 2008	\$1.25
August 1, 2008	\$1.28
February 1, 2009	\$1.31
August 1, 2009	\$1.33

It is understood that hours "paid" include holidays, vacations, maternity and parental leave, disability and sickness (work and non-work related), and adjustments to pay cheques.

The Employer is responsible for any provincial or federal sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.

29.02 All Health and Welfare payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received

by the Trust of the Health and Welfare Plan of UNITE HERE Local 75, prior to the fifteenth (15th) day of the following month.

The employer will be responsible for loss of benefits to any employee because of any Employer's default action in payments.

29.03 *Contribution Reports*

The employer will submit to the Plan Administrator a report that shows:

- a) the pay period
- b) for each employee – name, SIN, status (full time or part time), hours paid, department, classification, address and phone number
- c) total hours paid
- d) total contribution
- e) total taxes paid
- f) total amount of cheque

Upon request, the Employer will submit the about listed information on disk or electronically, if feasible.

29.04 *Interest on Delinquent Contributions*

The Trustees of the UNITE HERE Local 75 Health and Welfare Plan may charge interest on contributions to the Health and Welfare Trust which are overdue by more than thirty (30) days at the rate of the Scotiabank 30 day GIC rat on the first (1st) day of the month in question plus two percent (2%) compounded monthly.

29.05 *New Benefits*

Upon a decision of the Trustees of the UNITE HERE Local 75 Health and Welfare Plan to change or improve benefits the Employer will cooperate with the Plan Administrator in the introduction of any new benefit to eligible members, or change in benefits.

ARTICLE 30

PENSION PLAN

30.01 (a) The Employer will contribute on behalf of each employee who has been in the employment of the Employer for eighteen (18) months or more

February 1, 2007	\$0.45
February 1, 2008	\$0.50
February 1, 2009	\$0.55

and the Employer shall deduct from that employee's earnings and remit to that plan, twenty-five cents (25c) for each our worked by that employee. The effective date of pension contributions to the pension plan will be effective on the start of the pay period closest to the date of increases.

- (b) Under this provision the Employer will make contributions for all hours worked.
- (c) 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

PREGANCY AND PARENTAL LEAVE

31.01 Employees shall be entitled to pregnancy and parental leave in accordance with the Ontario Employment Standards Act, 2000.

ARTICLE 32

TOUR BAGGAGE

32.01 In the event that the Employer charges a baggage fee to any group or tour arriving/departing on a bus other than the Airport shuttle, the following shall apply:

Current	\$2.00 per bag in and out
Effective February 1, 2007,	\$2.10 per bag in and out.
Effective February 1, 2008,	\$2.20 per bag in and out.
Effective February 1, 2009,	\$2.50 per bag in and out.

Notwithstanding the above, the parties agree that this will not affect those groups signed prior to the date of ratification. The parties agree that the Employer will not be forced to refuse business due to this article.

ARTICLE 33

RETIREMENT ALLOWANCE

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

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

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

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

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

During the life of this collective agreement, for those employees whose age and service equal 75 and who choose to retire at the age of 65 or after shall be entitled to a lump sum payment of \$1,000.00 for every 5 years of service, or part thereof, to a maximum of \$5,000.00. For clarity, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision. This latter provision will cease to be in effect when the collective agreement expires on January 31, 2010.

For clarity, this Article applies to full time employees and part time employees only.

Effective date of ratification, the Hilton Toronto Airport and UNITE HERE Local 75 agree to the above conditions.

ARTICLE 35

HOUSEKEEPING DEPARTMENT

In the Housekeeping Department the employees and the employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour.

1. The parties agree that room attendants are expected to take breaks and meal periods.
2. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he shall advise her/his supervisor as soon as she/he is aware. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.
3. The parties agree to continue the practice that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
4. Room Attendants who are assigned to clean on 3 floors or more will have their room assignments reduced by one (1) credit on that particular day.

5. The Hotel will continue its current practice of housekeeping room assignments.
6. The following rooms count as two credits: the "50's", the "75's" and the "37's".
7. The top fifteen (15) seniority floor attendants will not be scheduled to work weekends subject to unforeseen circumstances, such as occupancy changes.
8. Cots & Cribs: The sum of \$1.50 (\$2.00 January 1, 2008) for the combination of set up/take down of a cot or crib by the Houseperson, and \$1.50 (\$2.00 January 1, 2008) for the Room Attendant and/or Houseperson, for the make-up of a cot or crib will be effective date of receipt of written notice of ratification.

ARTICLE 36

CONSTRUCTION WORK

Hilton will recommend to the Owners that the Hotel use Union Contractors for any major renovations at the Hotel. The Hotel agrees to include Union Contractor(s) in addition to any Non-Union Contractors in the bidding process for any other renovation or painting of the hotel for contracts over \$5,000. Nothing herein precludes the Hotel from selecting any Contractor following the bidding process, for any reason. This provision does not apply to contractors who have been retained during the last twelve (12) months. An Arbitrator shall have no jurisdiction to entertain any grievance arising out this Article."

ARTICLE 37

SCHEDULES

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

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

ARTICLE 38

DURATION

38.01 This Agreement shall become effective on the **1st day of February, 2006** and shall remain in full force and effect until expiry on **January 31, 2010** 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.

38.02 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 **January 31, 2010** 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 representatives.

DATED AT MISSISSAUGA, ONTARIO THIS _____ day of _____ 2006

For UNITE HERE LOCAL 75

For HILTON TORONTO AIRPORT

SCHEDULE A – CLASSIFICATIONS AND WAGE RATES

CLASSIFICATION	START	Feb. 1/06 (1.5%)	Aug 1/06 (1.5%)	Oct. 17/06 Ratification Adj.	Feb.1/07 (1.5%)	Aug. 1/07 (1.5%)	Feb. 1/08 (1.5%)	Aug. 1/08 (1.5%)	Feb. 1/09 (1.5)	Aug. 1/09 (2.0%)
HOUSEPERSON	13.96	14.17	14.38	14.42	14.64	14.86	15.08	15.30	15.53	15.85
FLOOR ATTENDANT	13.96	14.17	14.38	14.42	14.64	14.86	15.08	15.30	15.53	15.85
UNDER 1 YEAR	13.37	13.57	13.77		13.98	14.19	14.40	14.62	14.84	15.14
GUEST SERVICES AGENT	12.09	12.27	12.46	12.87	13.06	13.25	13.45	13.65	13.86	14.14
BARTENDER	12.43	12.62	12.81		13.00	13.19	13.39	13.59	13.80	14.07
SERVERS	9.14	9.28	9.42		9.56	9.70	9.85	9.99	10.14	10.35
CAPTAIN	11.30	11.47	11.64		11.82	11.99	12.17	12.36	12.54	12.79
BUSPERSON	10.55	10.71	10.87		11.03	11.20	11.37	11.54	11.71	11.94
HOST/HOSTESS	12.43	12.62	12.81	12.88	13.07	13.27	13.47	13.67	13.88	14.15
LOBBY COFFEE BAR ATTENDANT	12.43	12.62	12.81	12.88	13.07	13.27	13.47	13.67	13.88	14.15
MINI BAR ATTENDANT	12.21	12.39	12.58	12.87	13.06	13.26	13.46	13.66	13.86	14.14
BANQUET PORTER	10.28	10.43	10.59		10.75	10.91	11.07	11.24	11.41	11.64
SNR. BANQUET PORTER	12.16	12.34	12.53		12.72	12.91	13.10	13.30	13.50	13.77
BANQUET WAITHELP	9.14	9.28	9.42		9.56	9.70	9.85	9.99	10.14	10.35
BANQUET CASHIER	9.69	9.84	9.98		10.13	10.28	10.44	10.60	10.75	10.97
STATION CHEF	18.94	19.22	19.51		19.81	20.10	20.40	20.71	21.02	21.44
FIRST COOK	17.53	17.79	18.06		18.33	18.61	18.88	19.17	19.46	19.84
SECOND COOK	15.88	16.12	16.36		16.61	16.85	17.11	17.36	17.62	17.98
STAFF SERVER/KITCHEN HELPER	13.41	13.61	13.82	13.91	14.12	14.33	14.54	14.76	14.98	15.28
APPRENTICE CHEF – YEAR 3	14.89	15.11	15.34		15.57	15.80	16.04	16.28	16.53	16.86
APPRENTICE CHEF – YEAR 2	13.15	13.35	13.55		13.75	13.96	14.17	14.38	14.59	14.89
APPRENTICE CHEF – YEAR 1	11.39	11.56	11.73		11.91	12.09	12.27	12.45	12.64	12.89
STEWARD	13.41	13.61	13.82	13.91	14.12	14.33	14.54	14.76	14.98	15.28
UNDER 1 YEAR	12.97	13.16	13.36		13.56	13.77	13.97	14.18	14.39	14.68
MAINTENANCE PERSON	17.53	17.79	18.06		18.33	18.61	18.88	19.17	19.46	19.84
MAINTENANCE HELPER	14.70	14.92	15.14		15.37	15.60	15.84	16.07	16.31	16.64
	START	Jan. 1/06			Feb.1/07 (1.5%)	Aug. 1/07 (1.5%)	Feb. 1/08 (1.5%)	Aug. 1/08 (1.5%)	Feb. 1/09 (1.5)	Aug. 1/09 (2.0%)
FRONT DESK AGENT	14.20	14.85		15.00	15.23	15.45	15.69	15.92	16.16	16.48
RESERVATION AGENT	14.20	14.85		15.00	15.23	15.45	15.69	15.92	16.16	16.48
TELEPHONE OPERATOR	12.30	12.85		13.00	13.20	13.39	13.59	13.80	14.00	14.28

NOTES:

- 1) While an employee is serving his or her probationary period, he or she shall be paid a rate of up to ten percent (10%) less than the rate shown for the applicable classification.
- 2) An employee who is scheduled to commence work between 10:00pm and 5:00am will be paid a shift premium of \$.35 per hour worked and in accordance with Article 25.
- 3) When an employee is assigned to train a new employee, the employee who is doing the training shall receive fifty cents (\$.50) per hour in addition to their regular hourly wage for doing said training and as directed by Management.
- 4) Any employee who is receiving a higher rate of pay than the minimum shall receive the classification wage increase.

SCHEDULE "B"

BANQUET DEPARTMENT

B.01 Classifications/Categories

The following are the three categories of banquet employees within the Server, Porter (including Senior & Junior Porter), Cashier, Houseperson, Captain, Bartender, Coffee Server (including Senior Coffee Server) job classifications:

A full time banquet employee is an employee who regularly works 24 hours or more per week.

A part-time banquet employee is an employee who regularly works less than 24 hours per week.

A casual employee is a server who occasionally works not more than 10 hours per week.

B.02 Scope/Applicability

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.

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.

Casual banquet employees shall only be employed subject to the provisions of this schedule and not the other terms and conditions of this Agreement.

Furthermore, casual banquet employees will continue to be paid wages, gratuities, and vacation pay accrued in each pay period.

B.03 Hours of Work and Overtime

Except for banquet porters and housepersons, 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 Meals

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

B.05 Vacation Pay

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

B.06 Management Rights

Terms and conditions of Article 6 – Reservation of Management’s Rights – applies to all banquet employees.

B.07 Union Dues

Full-time, part-time, and casual banquet employees will pay Union dues in accordance with Article 5.

B.08 Scheduling Banquet Functions

In scheduling banquet functions, the Company will call full-time employees first, part-time employees second, and casual employees third. The full and part-time employees will be scheduled based on seniority.

After scheduling available casuals, the Company will utilize employees from other departments and then as is necessary agency workers. If the Union has available a “pool” of qualified workers who are available to work during peak periods, the Company will schedule them before agency workers.

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. Management will keep a phone log of the calls made and make these records available to the Union in the event of a dispute over scheduling.

B.09 Gratuities

Banquet Gratuities will be divided as follows:

November 1, 2006:
67% to service staff/ 33% management

December 31, 2007:
72% to service staff/ 28% management

December 31, 2008:
77% to service staff/ 23% management

B.10 Cash Bar

Consistent with past practice, the Employer will levy a 15% gratuity charge on cash bar tickets and will distribute according to terms of "Schedule B.09" of this agreement.

B.11 Management Functions/ Discounted & Complimentary Functions

The Employer will apply a 10% service charge on the retail price of food and beverage provided at Company sponsored functions which will be distributed according to the terms of "Schedule B.09" in this agreement.

The Employer will apply a 10% service charge on the retail price of food and beverage offered for business reasons to customers at a discount or on a complimentary basis.

B.12 Gratuity Distribution

The share of gratuities to be distributed to the Service Personnel will be distributed as follows:

Servers, Coffee Servers, Captains, & Bartenders: 88%

Banquet Porters: 12%

Gratuities will be distributed on the basis of a daily pool of all gratuities in food & beverage including the cash bar in accordance with the number of hours worked that day.

The parties agree to review the above gratuity distribution, within three months. The parties shall modify the gratuity distribution, in order to redistribute the percentage amounts in a more equitable fashion, unless both parties agree it is not necessary.

B.13 Gratuity Records

The Employer agrees to a semi-annual audit of the Gratuity Distribution. The Union will advise the Employer of its desire to audit a minimum of 7 days in advance.

The Union audit team will be no greater than four (4), one of which will be a UNITE HERE Local 75 staff member.

LETTER OF UNDERSTANDING # 1

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: REPRODUCTION OF AGREEMENT

The parties agree to renew this letter confirming that they will equally share the cost of reproducing the Collective Agreement.

Dated at Mississauga, this ____ day of _____, 2006.

HILTON TORONTO AIRPORT

UNITE HERE Local 75

Jim Gorda

Paul Clifford

LETTER OF UNDERSTANDING # 2

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: WORKING SUPERVISORS

The parties agree that the practice of working Supervisors is necessary to the Employer'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 Employer confirms that there is only one working supervisor, the Engineering Supervisor and no further Supervisors' positions will be added to this practice.

Dated at Mississauga, this _____ day of _____, 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 4

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: WORK SCHEDULES (OVERTIME)

The parties agree that unless an employee requests specific days off or there is an adjustment in scheduling required due to business demands, every effort will be made to schedule an employee no more than five (5) consecutive days.

Dated at Mississauga, ____ day of _____, 2006.

HILTON TORONTO AIRPORT

UNITE HERE Local 75

Jim Gorda

Paul Clifford

LETTER OF UNDERSTANDING # 5

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE LOCAL 75

RE: ROOM ATTENDANTS

The parties have agreed that the Employer will provide either whistles or "screamers" for safety reasons to Room Attendants.

Dated at Mississauga, ____ day of _____, 2006.

HILTON TORONTO AIRPORT

UNITE HERE Local 75

Jim Gorda

Paul Clifford

LETTER OF UNDERSTANDING # 6

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE, LOCAL 75

RE: COMPASSIONATE FUND

The Employer will contribute two (2) cents per hour worked towards UNITE HERE Local 75 Compassionate Fund.

- (a) The monies collected by the Employer shall be held in the books of the Employer in a separate and identifiable general ledger account.
- (b) The monies held in this account shall not accrue interest and no bank charges shall be deducted from this account.
- (c) A joint labour-management committee of two (2) persons appointed by the Employer and two persons appointed by the Union shall be established in the workplace and this committee will direct the Employer in the distribution of the monies in the Fund.
- (d) In the distribution of the Fund, the committee shall follow the guidelines voted upon and approved by the membership of the Union as follows;
- (e) In the distribution of the Fund, the committee shall follow the guidelines voted upon and approved by the membership of the Union as follows:

Family Death: **Immediate family:** including spouse, mother, father, child, sister, brother, mother-in-law, father-in-law and/or member of household up to \$300.00 to help offset associated costs.
Extended family: (a) including grandparent or grandchild up to \$200.00 to help offset associated costs.
(b) niece, nephew, uncle, aunt, brother-in-law, sister-in-law up to \$100.00 to help offset associated costs.

Member who is absent due to surgery, medically prescribed treatment and/or severe illness: Flowers or fruit basket or compassionate payment of \$50.00.

Member's dependent or household member in hospital:
Flowers or fruit basket or compassionate payment of \$50.00.

Personal disaster: Fire, accident, flood, etc., up to \$500.00 which can only be provided once a year.

- (f) Documentation can be required.
- (g) Application forms should be filled out.
- (h) Confidentiality should be respected.
- (i) The Employer shall provide the Union a monthly report of the status of the Fund including a report of the monthly contributions made to the Fund, a report of the monthly disbursements from the Fund and a report of the balance in the Fund.
- (j) The committee and/or any member of the committee shall have full access to all records relating to the Fund.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 7

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: BANQUET GRATUITIES

The parties have agreed that:

Effective the date of ratification of the next collective agreement, the Employer agrees to implement a percentage split (employee/employer) of gratuities. The terms and conditions will be negotiated during bargaining of the next collective agreement. The Employer will maintain the current distribution of banquet gratuities until the expiry of this agreement. For this agreement, banquet gratuities will increase the same dates and same percentages as the wage increases.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 8

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: AGENCY WORKERS

The parties have agreed that:

The Employer agrees to maintain the current practice of first scheduling full and part time employees based on seniority, scheduling available casuals, utilizing employees from other departments and then as is necessary agency workers. As stated during previous negotiations, if the Union has available a "pool" of qualified workers who are available to work during peak periods, the Employer will schedule them before agency workers.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 9

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITEHERE Local 75

RE: WORK PREVIOUSLY DONE BY THE BARGAINING UNIT

The parties agree that during the life of the Collective Agreement they will meet to discuss work that had been previously performed by bargaining unit employees and the possibility of brining this work back in house.

Any arrangement arising from this Letter of Understanding requires the agreement of both parties in writing.

An arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated at Mississauga this _____ day of _____, 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 10

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITEHERE Local 75

RE: FAIR LABOUR STANDARDS, PRODUCTS AND MATERIALS

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 11

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: EQUAL OPPORTUNITY EMPLOYMENT AND DIVERSITY

The Employer and the Union will work together to strive to reach the "Employment Equity" goals of the hotel. The Union does not expect to receive information to which it is not entitled to at law.

The Employer is committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment with a workforce reflective of the diversity in the Toronto area. We are proud of our diversity and the benefits it brings to our hotel.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 12

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITEHERE Local 75

RE: WORKPLACE DIGNITY

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

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 13

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITEHERE Local 75

RE: BRAND STANDARDS

Hilton has a commitment to quality and customer service. This means that the parties to this contract, as well as the managers and other employees working at the hotel are committed to providing a high level of guest experience in terms of service and a total quality experience. The Union recognizes that cooperation to maximize the guest experience can be beneficial to both the employee and the hotel and will be effectuated through training, including training on brand standards. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 14

BETWEEN: HILTON TORONTO AIRPORT

AND: UNITE HERE Local 75

RE: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES

WHEREAS the Company and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Company has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities, particularly among new Canadians;

AND WHEREAS training is based on a mutually respectful training partnership between the Company and the Union;

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the UNITE HERE Local 75 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be dispersed by consensus decision of a committee which shall include Janet Dassinger or substitute, a member of the human resources department or his/her substitute, and one union appointed bargaining unit member.

THEREFORE, BE IT RESOLVED that the Union and the Company agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training:

1. The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.

3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.
5. A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.
6. Any other program as agreed upon by both parties.

The Union recognizes that the Company expects employees to share its commitment to quality and customer service. This shared commitment is necessary for the Hotel to effectively deliver enhanced training and guest service. The Union further recognizes that training on Hilton's brand standards is exclusively the function and responsibility of the employer.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated at Mississauga this _ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

LETTER OF UNDERSTANDING # 15

BETWEEN: HILTON TORONTO AIRPORT

| AND: UNITE HERE Local 75

RE: EQUAL OPPORTUNITY TRAINING FUND

The Employer agrees, that commencing February 1, 2009, to contribute one (1) cent per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75, Equal Opportunity Training Fund.

Dated at Mississauga this _____ day of _____ 2006.

For the Employer:

For the Union:

(Jim Gorda)

(Paul Clifford)

[Separate letter outside of collective agreement – not to be included for printing]

December 20, 2006

Mr. Paul Clifford
President
UNITE HERE Local 75

Dear Mr. Clifford:

RE: Transportation Allowance

Prior to December 1, 2007, the Employer and the Union will explore whether a mutually acceptable method of administering a Transportation Allowance can be identified. The Employer will not be required to participate in such administration except by its voluntary agreement.

Should the Employer determine that there is no acceptable method for it to administer a Transportation Allowance, then the employees can vote to have the funds distributed to the employees based on their hours worked on an annual basis or for another transportation purpose, provided it requires no administration from the Employer, or a trusteed fund. Such vote will occur prior to February 1, 2008.

Should the employees vote to have the funds distributed, payment will be made as an example, in February 2009 on the basis of \$0.01 per hour worked during the period February 1, 2008 – January 31, 2009. Employees must be actively employed on the payment date to be eligible for payment.

Payments to this Allowance shall be made as follows:

February 1, 2007, payment of \$0.01 for every hour worked in the preceding calendar year.

February 1, 2008, an additional payment of \$0.01 for every hour worked in the preceding calendar year.

February 1, 2009, an additional payment of \$0.02 for every hour worked in the preceding calendar year.

Yours truly,

Jim Gorda
General Manager

[Separate letter outside of collective agreement – not to be included for printing]

December 20, 2006

Mr. Paul Clifford
President
UNITE HERE Local 75

Dear Mr. Clifford:

RE: Housekeeping Room Assignments

The Hotel will continue its current practice of housekeeping room assignments, as modified by the Housekeeping Department Article: 15 rooms in the South Tower (Guest Room Tower); 13 rooms in the North Tower (Suite Tower, Non-Executive Floors); and 12 rooms in the North Tower (Suite Tower, Executive Floors).

Yours truly,

Jim Gorda
General Manager

[Separate letter outside of collective agreement – not to be included for printing]

December 20, 2006

Mr. Paul Clifford
President
UNITE HERE Local 75

Dear Mr. Clifford:

RE: CALCULATION OF UNION DUES

As soon as possible but no later than twelve (12) months from the date of receipt of written notice of ratification, the Hotel agrees to comply with the weekly calculation of dues, as requested by the Union.

Yours truly,

Jim Gorda
General Manager