

|                  |     |    |    |
|------------------|-----|----|----|
| SOURCE           | CIR |    |    |
| EFF.             | 01  | 05 | 95 |
| TERM.            | 30  | 04 | 98 |
| No. OF EMPLOYEES | 170 |    |    |
| NO. D'EMPLOYÉS   | 153 |    |    |

**COLLECTIVE AGREEMENT**

THIS AGREEMENT made as of the 1st day of May, 1995

**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 INTERNATIONAL**  
**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 rates of pay, hours of work and other conditions of employment for all employees who are subject to the provisions of this Agreement, and
- (e) 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:

## **I N D E X**

|  | <u>Page No</u> |
|--|----------------|
| 1.01   |                |
| Article 1 - PURPOSE                                      | 1              |
| Article 2 - SCOPE  | 2              |
| Article 3 - RECOGNITION                                  | 4              |
| Article 4 - RELATIONSHIP                                 | 5              |
| Article 5 - UNION SECURITY                               | 6              |
| Article 6 - RESERVATION OF MANagements RIGHTS            | 8              |
| Article 7 - NO STRIKES OR LOCKOUTS                       | 11             |
| Article 8 - NEGOTIATING COMMITTEE                        | 12             |
| Article 9 - SHOP STEWARDS                                | 13             |
| Article 10 - GRIEVANCE PROCEDURE                         | 16             |
| Article 11 - ARBITRATION                                 | 19             |
| Article 12 - UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE | 21             |
| Article 13 - SUSPENSION AND DISCHARGE CASES              | 22             |
| Article 14 - TIME LIMITS                                 | 23             |
| Article 15 - SENIORITY                                   | 24             |
| Article 16 - LEAVE OF ABSENCE                            | 30             |
| Article 17 - SAFETY AND HEALTH                           | 31             |
| Article 18 - PERSONAL APPEARANCE                         | 32             |
| Article 19 - MERIT RATING                                | 33             |
| Article 20 - BULLETIN BOARDS                             | 34             |
| Article 21 - TRAINING PROGRAMS                           | 35             |

|              |   |   |    |
|--------------|---|---|----|
| Article 22   | - | JURY DUTY   | 36 |
| Article 23   | - | CONTRACTING OUT   | 37 |
| Article 24   | - | SCHEDULES   | 40 |
| Article 25   | - | DURATION  | 41 |
| Schedule "A" | - | HOURS OF <b>WORK</b> AND <b>WORKING</b> CONDITIONS  | 43 |
|              | - | OVERTIME  | 44 |
|              | - | REPORTING PAY   | 45 |
|              | - | SWITCHING SHIFTS  | 46 |
| Schedule "B" | - | WAGES AND EFFECTIVE DATES   | 47 |
| Schedule "C" | - | VACATIONS   | 48 |
| Schedule "D" | - | STATUTORY HOLIDAYS  | 50 |
| Schedule "E" | - | BEREAVEMENT LEAVE, <b>HEALTH</b> AND WELFARE,<br>PENSION PLAN, MATERNITY LEAVE AND<br>WEEKLY INDEMNITY PAYMENTS | 52 |
|              | - | Part I - Bereavement Leave  | 52 |
|              | - | Part II - Health and Welfare  | 53 |
|              | - | Part III - Pension Plan   | 55 |
|              | - | Part IV - Maternity Leave   | 56 |
|              | - | Part V - Weekly Indemnity Payments  | 56 |
| Schedule "F" | - | BANQUET DEPARTMENT  | 57 |
|              | - | Hours of Work and Overtime  | 58 |
|              | - | Gratuities  | 58 |
|              | - | Meals   | 58 |
|              | - | Vacation Pay  | 58 |
|              | - | Management Rights   | 59 |
|              | - | Union Dues  | 59 |
|              | - | Scheduling Banquet Functions  | 59 |

**ARTICLE I**

**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.

## **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 twenty-four hours per week or less.

**2.02** The terms and conditions set forth in this Agreement shall have full force and effect for all full time employees. Only the following provisions of the Agreement apply to part time employees:

- (a) Articles **1, 2, 3, 4, 5, 6** and 7.
- (b) Articles **10, 11, 12, 13,** and 14 - dealing with the grievance procedure, arbitration, suspension and discharge cases and time limits.
- (c) Articles 15
- (d) Articles **17, 18, 19, 20** and 21.
- (e) A.08 in Article "A", the wage rates including the probationary rates set out in Schedule "B"

**2.03** For the purposes of this agreement wherever the term employee or seniority

**employee is used in this agreement it shall be deemed to be a reference to a full-time employee and not a part-time employee, except in the provisions specified in 2.02.**

**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 frontdesk-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 practised 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.

**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 that 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 three (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;
  - (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 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 offenses 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 or a fellow employee 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 full-time seniority employees and one or more full-time local and/or International Union representatives. ~~The Negotiating Committee~~ shall exclusively carry on negotiations at the appropriate time ~~for the amendment~~ or renewal of this Agreement.

The Company agrees to reimburse not more than the five (5) full-time seniority employees 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**

**SHOP STEWARDS**

**9.01** The Union may elect or appoint one (1) seniority employee 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. Whenever there are less than five **(5)** 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 Shop Stewards regarding Union business, upon notifying the Human Resources Manager, 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.

**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 at 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 I**

**10.02** If an employee **has** a complaint or question involving the interpretation, administration or alleged violation of the collective agreement which he or she wishes to discuss with the Company, he ~~or~~ she shall take the matter up with his or her immediate Supervisor, within five (5) working days from the date of the alleged occurrence giving rise to the complaint. He or she may be accompanied by a Steward if he or she requests such assistance. Management may also request the presence of the Steward.

**Step II**

**10.03** If such complaint or question is not settled to the satisfaction of the employee concerned within two (2) working days, then the employee 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 must sign the grievance. Such document must be submitted to the Human Resources Director within a period of three (3) working 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 III as herein provided.

### **Step III**

- 10.04** Failing settlement of the grievance at Step II, the grievance may be submitted to the General Manager or designate within five (5) working days from the date of the Human Resources Director's reply at Step II. The employee may have the assistance of a Shop Steward. The General Manager or designate shall give a written response or meet to discuss the matter within five (5) working days from the General Manager or designate's receipt of the grievance. At this step of the process, 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** When 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 nominate a nominee. ~~Within seven (7) calendar days thereafter,~~ the other party shall nominate a nominee. ~~The two nominees shall attempt to select~~ by agreement a chairperson of the Arbitration Board. If they are unable **to agree** upon such chairman within a further period of twenty (20) calendar days, they may then request **the** Ministry of Labour to assist them in selecting an impartial chairperson.
- 11.02** A person who has been involved in an attempt to negotiate or settle the grievance may not be appointed chairperson of the Arbitration Board.
- 11.03** Each of the parties hereto shall bear the expense of the nominee appointed by it and ~~the parties will jointly bear the expense of the chairperson of the Arbitration Board.~~
- 11.04** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 11.05** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this

**Agreement.**

**11.06**      **The proceedings of the Arbitration 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. Should a majority decision not be possible, then the decision of the Chairperson shall be final and binding on the parties.**



**ARTICLE 12****UNION POLICY                      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.

## ARTICLE 13

### SUSPENSION 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 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 matter of a grievance and shall not be arbitrable.

**13.02** When an arbitrator awards that a full-time employee be compensated for lost benefits, such compensation shall not exceed the premiums that the Company would have had to pay in accordance with Schedule "E" 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 a 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. Applies to part-time employees only in the case of bereavement leave ~~as~~ outlined in schedule E.

**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 those 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 or area seniority list until he or she has completed a total of three (3) months of continuous employment with the Company.

~~It is~~ (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

- 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 of twenty-six **(26)** weeks after which they may be struck from that list.

Commencing in the second year of the Collective Agreement, the employees who are laid **off** will be retained on the Company's seniority list for a period of twelve **(12)** months, after which they may be struck from that list.

**15.08** It shall be the **duty** of the employee or laid **off person** to notify the Company's personnel 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 after being recalled, his or her name shall be passed over and unless within ~~two~~ hundred and forty **(240)** hours 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 after being recalled, or his/~~her~~ name shall be passed over and unless within one-hundred-and -twenty hours (120) 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) over stays 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.

**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 a 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** 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. All requests ~~for such leaves of absence~~ shall be in writing ~~as far in advance as is practicable~~. ~~The Company agrees to reply to~~ such requests in writing within seven **(7)** working days whenever possible.

**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.

**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 and 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 fulfil the medical requirements for his position, his employment shall be terminated. Such termination 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**

**PERSONAL APPEARANCE**

18.01 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 19**

**MERIT RATING**

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

**ARTICLE 20**

**BULLETIN BOARDS**

20.01           The Company will provide a bulletin board. All Union notices must be signed by ~~proper officials of the local Union and submitted to the Personnel 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 21**

**TRAINING PROGRAMS**

**21.01** Each employee shall participate in all Company training programs when directed to do so by the Company.

**ARTICLE 22**

**JURY DUTY**

**22.01        The Company will reimburse full-time 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 23****CONTRACTING OUT**

**23.01** In the event the Company decides it is necessary to contract out, contract in and/or lease out work and/or operations which fall within the scope of this Agreement, and ~~which will result in the lay-off of bargaining unit employees; it will do the following:~~

- (a) The Company shall provide the Union with the reason(s) for such decision;
- (b) The Company shall provide the Union with the anticipated number of employees who may be laid off as a direct result of such decision;
- (c) In the event that the Company decides to contract out, contract in and/or lease out work and/or operations, it will provide the Union with 30 calendar days' notice, or that notice required by the Ontario *Employment Standards Act*, or the equivalent regular, non overtime, wages-in-lieu of such notice, which ever is greater;
- (d) If the Union wishes to, the Company will consult with the Union about ways and means of limiting adverse affects of such contracting out, contracting in and/or leasing out of work and/or operations, on the employees involved;

It is agreed that the above consultation shall not take away from the

Company's authority to contract **out**, contract in and/or lease out **work** and/or operations, except where both parties reach **an** agreement which is confirmed in writing and signed by them.

- (e) The Company agrees that any employee ("senior employee") laid off **as** a direct result of ~~the~~ **contracting out, contracting in and/or leasing out of** work and/or operations, shall be ~~given an opportunity~~ to ~~displace a~~ junior employee in any other department or area provided the skill, ability and **efficiency** of the senior employee is equal **to** that of the junior employee. No further displacement of employees will ~~be~~ permitted thereunder. If the senior employee is unable to displace a junior employee **as** provided herein, she shall be entitled to severance pay as follows:

- five **(5)** completed years of service but less than ten (10) completed years of service - one **(1)** week of pay per completed year of service.
- ten (10) completed years of service or more - One and one half **(1.5)** weeks of pay per completed year of service, to a maximum of twenty-six (26) weeks of pay.

For the purposes of this Article, "week of pay" means the regular wage earned by the employee multiplied by their normal, non overtime hours of work.

**23.02**        **Despite the above provisions, the Company undertakes that it will not contract out, contract in and/or lease out work and/or operations for one calendar year from March 11, 1996.**

## ARTICLE 24

### SCHEDULES

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

- a) Schedule "A" - Hours of ~~Work and~~ Working Conditions.
- b) Schedule "B" - Occupational Classification and Wage Rates
- c) Schedule "C" - Vacation Benefits
- d) Schedule "D" - Statutory Holidays
- e) Schedule "E" - Bereavement Leave, Health and Welfare, Pension Plan, Maternity Leave and Weekly Indemnity Payments
- f) Schedule "F" - Banquet Department

**ARTICLE 25****DURATION**

**25.01** This Agreement shall become effective on the 1st day of May, 1995 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, 1998~~ 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 23.02 hereof of its desire to negotiate amendments to this Agreement.

**25.02** 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, 1998 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 8th day of March, 1996.

For HOTEL EMPLOYEES AND  
RESTAURANT EMPLOYEES UNION,  
LOCAL 75

For TORONTO AIRPORT HILTON  
INTERNATIONAL

Paul Afford

Mann

J.P. Pankaj

Smackenzie

J. P. Pankaj

Mann

Roy Garbun

\_\_\_\_\_

D. Graham

L. Stewart  
J. Hay

## SCHEDULE "A"

### HOURS OF WORK AND WORKING CONDITIONS

**A.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 or work ~~to be done per day or per week or otherwise,~~ nor as a guarantee of working schedules.

**A.02** The normal hours of work shall be forty **(40)** hours per week which shall normally be made up of five **(5)** days of 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 ten (10) seniority floor-attendants will not be scheduled to work weekends, subject to unforeseen circumstances, such as occupancy changes.

**A.03** Departmental weekly work schedules shall be posted where deemed necessary, not less than four **(4)** days prior to the schedule period.

**A.04** Employees are entitled to a ten **(10)** minute break period with pay each half shift.

**A.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.

**A.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.

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.

**A.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 or 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.

#### **A.08**      **Reporting Pay**

All 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.

- A.09**      Where an employee commences to 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.

**A.10** There shall be a one-half (1/2) hour unpaid meal break in each working day at a time or times to be designated by the Company.

**A.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.

## SCHEDULE "B"

| CLASSIFICATION                   | MAY 1/95 | MARCH 1/96 | MAY 1/97 |
|----------------------------------|----------|------------|----------|
| HOUSE PERSON                     | 10.56    | 10.77      | 10.99    |
| FLOOR ATTENDANT                  | 10.56    | 10.77      | 10.99    |
| UNDER 1 YEAR                     | 10.11    | 10.31      | 10.52    |
| NIGHT CLEANER                    | 10.83    | 11.05      | 11.27    |
| GUEST SERVICES AGENT             | 9.14     | 9.32       | 9.51     |
| BARTENDER                        | 9.39     | 9.58       | 9.77     |
| WAITHELP                         | 6.90     | 7.04       | 7.18     |
| CAPTAIN                          | 8.53     | 8.70       | 8.87     |
| BUSPERSON                        | 7.97     | 8.13       | 8.29     |
| BANQUET PORTER                   | 7.76     | 7.92       | 8.08     |
| BANQUET WAITHELP                 | 6.90     | 7.04       | 7.18     |
| CHEF TOURNANT I                  | 14.92    | 15.22      | 15.52    |
| CHEF TOURNANT II                 | 14.31    | 14.60      | 14.89    |
| DEMIS CHEF                       | 13.25    | 13.52      | 13.79    |
| COMMIS TOURNANT I                | 11.99    | 12.23      | 12.47    |
| COMMIS TOURNANT II               | 10.76    | 10.98      | 11.20    |
| STAFF SERVER                     | 10.15    | 10.35      | 10.58    |
| UNDER 1 YEAR                     | 9.94     | 10.14      | 10.34    |
| STEWARD                          | 10.15    | 10.35      | 10.58    |
| UNDER 1 YEAR                     | 9.80     | 10.00      | 10.20    |
| MAINTENANCE PERSON               | 13.25    | 13.52      | 13.79    |
| MAINTENANCE HELPER/GROUNDSKEEPER | 11.11    | 11.33      | 11.56    |

## NOTES:

- (a) Employees who are participating in an apprenticeship program shall be paid in accordance with the compensation plans provided by the applicable governmental legislation.
- (b) While an employee is serving his or her probationary period, he or she shall be paid a probationary rate of up to ten percent (10%) less than the rate shown for the applicable classification.

**SCHEDULE "C"****VACATIONS**

**C.01** Full-time 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, four **(4)** weeks vacation with eight **(8%)** per cent of gross pay.
- (d) Effective year 3 of Collective Agreement (May **1/97**): for eligible employees who have completed twenty (20) years of service, five **(5)** weeks' vacation with ten percent **(10%)** of gross pay.

**C.02** For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of his employment shall apply.

**C.03** Vacations shall be granted within six (6) months following the eligible employee's anniversary date of employment, subject to unforeseen circumstances such as occupancy changes.

**C.04** Requests 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. It is further understood that ~~the Company retains the right~~ to require employees 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 or 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 requested time off, *the junior employee's request will have preference.*

**C.05** Vacation credits shall not be accumulated from one year to the next.

## SCHEDULE "D"

### STATUTORY HOLIDAYS

**D.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.

**D.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.

**D.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.

**D.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.**

**D.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.

**D.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.

## SCHEDULE "E"

### BEREAVEMENT LEAVE, HEALTH AND WELFARE, PENSION PLAN, MATERNITY LEAVE AND WEEKLY INDEMNITY PAYMENTS

#### **PART I**      **Bereavement Leave**

When ~~either the current spouse, parent, child, brother, sister, mother-in-law or~~ **father-in-law of a full-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** seniority employee dies, that employee on request will be excused for a period of one (1) working day. 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.

For part-time employees, one (1) day off with pay, and two (2) additional consecutive days off without pay, for a maximum total of three (3) consecutive **days** off, in the event of the death of a part-time employee's spouse, parent or child. The rules otherwise set out in Part I apply.



**PART II**      **Health and Welfare**

- (a)            On and after May **1, 1996**, the Company will contribute on behalf of each seniority employee, fifty and one half cents (50.56) 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 (15¢) 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 sixty-five and one half cents **(65.56)** for each hour worked by the seniority employee and no deduction shall be made from the earnings of that employee.
- (b)            On and after November **1, 1996**, the Company will contribute on behalf of each seniority employee, fifty-three cents (53¢) 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 (15¢) 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 sixty-eight cents (68¢) 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, 1997**, the Company will contribute on behalf of each seniority

employee, fifty-five and one half cents (**55.56**) 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 (**15¢**) 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 and one half cents~~ (**70.56**) for each hour worked by the seniority employee and no deduction ~~shall be made~~ from the earnings of that employee.

- (d) On and after November 1, **1997**, the Company will contribute on behalf of each seniority employee, fifty-eight cents (**58¢**) 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 (**15¢**) 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 (**73¢**) 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 under Part II where the hour worked is considered to be subject to the overtime premiums provided in either Schedule "A" or "D".

- (e) For the purposes of Part II 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.

**PART III**      **Pension Plan**

- (a) 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 cents (**20¢**) 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, ten cents (**10¢**) for each hour worked by that employee.
  
- (b) 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 Schedule "A" or "D".
  
- (c) For the purposes of Part III 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.

**PART IV**      **Maternity Leave**

Employees shall be entitled to maternity leave in accordance with the **Employment Standards Act of Ontario**.

**PART V**      **Weekly Indemnity Payments**

Employees who are eligible and qualify for weekly indemnity payment under the Union's Health and Welfare Plan shall receive the benefit from that Plan from the first day of accident and the second day of illness.

**SCHEDULE "F"**

**BANQUET DEPARTMENT**

**F.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 banquet employee is an employee who works for the Company in its banquet department and who is designated as such by the Company.

**F.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 Articles 5, 10, 11, 13, 14 and 15.01(a) and (b) shall be applicable to part time banquet 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.

F.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 Schedule "A".

F.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 may be revised from time to time by the Company.

F.05 **Meals**

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

F.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 Schedule "C" of the Agreement.

**F.07      Management Rights**

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

**F.08      Union Dues**

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

As of March **11, 1996**, 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.

**F.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 recognizes that management cannot be responsible for failure to actually make contact with employees concerned so long as it has attempted to contact them.



March 8, 1996

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 the space noted below.

Yours truly,

Toronto Airport Hilton

A handwritten signature in cursive script, appearing to read "M. M. M.", written over a horizontal line.

Agreed this 8th day of March 1996

A handwritten signature in cursive script, appearing to read "F. Piserchia", written over a horizontal line.





March 8, 1996

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 - 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 feels 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

A handwritten signature in black ink, appearing to be "M. M. M.", written over a horizontal line.

Agreed **to** this **8th** day of March, 1996.

A handwritten signature in black ink, appearing to be "F. Piserchia", written over a horizontal line.



March 8, 1996

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 - Banquet Employees

This is to confirm that the Hotel and the Union have agreed that, pursuant to Article F.04 of Schedule "F" to the collective agreement between the parties, the flat sum per type of function on account of gratuities shall be as follows:

|           | <u>Effective on Ratification</u> |
|-----------|----------------------------------|
| Breakfast | \$21.00                          |
| Lunch     | 22.25                            |
| Dinner    | 29.50                            |

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

Yours truly,

TORONTO AIRPORT HILTON

Agreed to this 8th day of March, 1996.



March 8, 1996

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 - Vacations

**This is to confirm** that the Hotel and the Union have agreed that in granting preference in scheduling vacations pursuant to Article C.04 of Schedule "C" to the collective agreement between the parties, the Hotel will act reasonably and will consider any undue hardship caused by such scheduling.

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

Yours truly,

**TORONTO AIRPORT HILTON**

A handwritten signature in black ink, appearing to be "M. M. M.", written over a horizontal line.

Agreed to **this 8th** day of March, 1996.

A handwritten signature in black ink, appearing to be "F. Piserchia", written over a horizontal line.



March 8, 1996

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.

Effective March 8, 1996, 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

A handwritten signature in black ink, appearing to read "M. Mandel", written over a horizontal line.

Agreed to this 8<sup>th</sup> day of March, 1996.

A handwritten signature in black ink, appearing to read "F. Piserchia", written over a horizontal line.



March 8, 1996

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: - Reasonable Accommodation

**This** is to confirm that the Hotel **and** the Union have agreed that the Union will assist the Hotel in its duty to reasonably accommodate employees (including part-time employees) **as** required by law.

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

Yours *truly*,

TORONTO AIRPORT HILTON

A handwritten signature in black ink, appearing to be "M. M.", written over a horizontal line.

Agreed to this **8th** day of March, **1996**.

A handwritten signature in black ink, appearing to be "F. Piserchia", written over a horizontal line.



March 8, 1996

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

A handwritten signature in black ink, appearing to be "M. M. M.", written over a horizontal line.

Agreed to this **8th** day of March, 1996.

A handwritten signature in black ink, appearing to be "F. Piserchia", written over a horizontal line.



March 8, 1996

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 - Recycling

Further to our recently concluded collective bargaining negotiations, this is to confirm that the Union has agreed to support recycling endeavours at the Hotel.

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

Yours truly,

TORONTO AIRPORT HILTON

A handwritten signature in black ink, appearing to read "RONAL", written over a horizontal line.

Agreed to this 8th day of March, 1996.

A handwritten signature in black ink, appearing to read "Frank Piserchia", written over a horizontal line.

