

# **Collective Agreement**

**Between**

**United food and Commercial Workers Union  
Local 333**

**and**

**Hilton Suites Hotel**

**Begins:  
12/01/2001**

**Terminates:  
11/30/2004**

**11429 (03)**

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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 & Employees covered by this Agreement and to assist the Employer in the most efficient operation of its business.

## Article 2 – Scope

- 2.01 For the purpose of **this** Agreement:
- (a) “full-time employee” means **an** employee employed in the bargaining unit described in 3.01 who regularly works more **than** twenty-four **(24)** hours per week;
  - (b) “pari-time employee” means an employee employed in the bargaining unit described in 3.01 who regularly works twenty-four (24) hours per week or less.
- 2.02 The terms and conditions set forth in **this** Agreement shall have full force and effect for **a** full-time employees in the bargaining unit described in paragraph 3.01 herein, only the following provisions apply to part-time employees and student employed during the school vacation period:
- (a) Article 5
  - (b) Article 10
  - (c) The probationary period in Article 11.01
  - (d) Article 11.13
  - (e) Paragraph A.07 of Schedule “All up to a maximum payment of one-half (1/2) of their regular scheduled hours for the day involved.
  - (f) The wage rates set out in Schedule “B”
  - (g) Article 7
  - (h) Article 16.01
- 2.03 No **casual** employee shall be scheduled for work until after first offering such hours of work **to** full-time or part-time employees. **This** Article is subject to the limitation that no work will be offered to any full-time or part-time employee who **as a** result of accepting such work will be entitled to over-time pay for any pari of the **shift**.
- 2.04 For the purpose of determining whether or not **an** employee is regularly scheduled to work more **than** twenty four **(24)** hours per week under Article 2.01, the determination shall be made on each January 1, April 1,

July 1 and October 1 based on majority of the hours worked, of the weeks in the weeks prior to the date of determination.

**2.05** The Employer agrees not to contract out bargaining Unit positions if it would subvert the bargaining unit, which results in layoffs, reduction of hours or the elimination of classifications except in the following circumstances:

- (a) For the purpose of instruction;
- (b) In the event of an emergency situation;
- (c) When performing developmental or experimental work,
- (d) Unexpected last minute booking changes;
- (e) Last minute customer service requests or lack of available qualified staff.

### **Article 3 – Recognition**

**3.01** The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company employed at its Hotel in the municipality of Markham, save and except supervisors, person above the rank of supervisor, office. sales and accounting staff.

It is understood that this recognition clause does not include Security, Night Auditors, Captains and Reservations people.

Students in the community college Hotel Management course or any of the co-op program courses who work without remuneration for the Employer as part of their program of studies and as long as such work is strictly in a learning mode, and the student does not displace any bargaining unit employee.

### **Article 4 - Relationship**

**4.01** The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practised 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.

**4.02** An official of the Union coming onto Company property shall first call and advise the Director of Human Resources.

## Article 5 - Union Security

- 5.01 The Employer agrees to deduct Union dues from the bi-weekly earnings of each employee. The Employer agrees to provide the Union, quarterly, with a list of bargaining unit employees who have been newly hired, who have quit and who submitted a change of address.
- 5.02 The Union dues deducted will be a fixed dollar amount per pay, which amount the Union will certify to the Employer to be currently in effect according to the Local Union Constitution. The required deductions shall be made for each pay period and shall be remitted within the time frames referred to below, after the month in which such deductions are made to the designated officer of the Union. If a pay period ends on or before the twenty-fourth (24<sup>th</sup>) day of the month, the remittance shall be made by the tenth (10<sup>th</sup>) day of the following month, and pay periods ending between the twenty-fifth (25<sup>th</sup>) of a month and up to and including the thirty-first (31<sup>st</sup>) day of the month shall be remitted by the fifteenth (15<sup>th</sup>) day of the following month. The deductions shall be accompanied by an alphabetical check-off list which will provide each employee name, current address, social insurance number and dues deductions. The Union shall advise the Employer of the name, position and address of the aforementioned designated officer and its failure to do so shall relieve the Company of its obligation to remit the deductions herein provided for, until the Employer is so advised.
- 5.03 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 5.04 The Employer will not be responsible for the collection of any dues where, because of absence from work, the employee has no earnings from which the dues are required to be deducted.
- 5.05 An employee in the bargaining unit described in paragraph 3.01 shall become and remain a member in good standing of the Union as a condition of continued employment, upon the completion of his or her probationary period.
- 5.06 The Employer shall deduct from the earnings of each employee who has completed the probationary period such initiation fee as the Union may prescribe from time to time by its Constitution or By-Laws. The Union

will give the Employer written notice of the amount of such initiation fee, and unless the Employer is so notified the Employer is under no obligation to deduct such initiation fee.

- 5.07** A Union Steward shall be entitled to hold an orientation meeting with a newly hired employee for up to fifteen (15) minutes at a time and location arranged at the convenience of the Employer during regular working hours. The Employer agrees to provide the Chief Union Steward with a list of newly hired employees as well as the time and location when the orientation is to take place. The orientation shall be held on the Employer's premises, within thirty days of date of hire.
- 5.08** The Employer will prior to the commencement of the Lessee's term in its present outlets arrange a meeting between the Union, Lessee and the Hotel. The purpose of the meeting is to inform the Lessee of his or her obligations concerning the collection and submission of Union dues, and the prepayment of Health and Welfare contributions. In the event of a dispute arising from the non-payment of the part of the lessee, the Employer, without assuming any of the Lessee liabilities, will endeavour to assist the Union in the collection of monies owing. Any laid off and/or displaced employees of the previous outlets will be offered the appropriate jobs by the Lessee before any new hires, and the Collective Agreement will also be in force and effect for any new hires. This provision is applicable to classifications with respect to the Collective Agreement. If the job offerings or the nature of the business is not one covered by the present classification in the Collective Agreement, this provision does not apply. It is agreed existing Mino's Restaurant is excluded from the above clause.

#### Article 6 - No Strikes or Lockouts

- 6.01** There shall be no strikes or lockouts so long as this Agreement continues to operate. The Labour Relations Act of Ontario defines a strike and a lockout as follows:

“Strike” includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.

“Lockout” includes the closing of a place of employment, a suspension of work or refusal by an employer to continue to employ a number of his employees, with a view to compel or induce his employees, or to aid another employer to compel or induce his employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions

or charges in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, an employer's organization, the trade union or the employees.

#### Article 7 – Management Rights

**7.01** 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 Employers rights shall include:

- a) maintain order, discipline and efficiency;
- b) (i) hire, discharge, lay-off and recall, suspend, classify, direct, transfer, promote, demote or otherwise discipline employee subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;  
  
(ii) retire employees in it's discretion at the retirement age of sixty five (65) years and if an employee wants to work beyond the age of sixty five (65) years they will be permitted to do so, provided that in the Employers judgement, the employee is able to perform all the duties of their job.
- c) Generally to manage the enterprise in which the Employer is engaged without restricting the generality of the foregoing to plan, direct and control operations to direct work forces, to determine the number of personnel required from time to time, to determine the number and location of the 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, material, products and produce, to determine the extensions, limitations, curtailment or cessation of operation and all other rights and responsibilities of management not specifically modified in this Agreement.

**7.02** It is understood and agreed that these rights shall not be exercised in a discriminatory manner or manner inconsistent with the terms of this Agreement, and it is understood that a claim that the Employer has so exercised these rights shall be a proper subject matter for a grievance.

**7.03** It is agreed that the Employer may, at its discretion, issue and enforce from time to time reasonable d e s and regulations which shall be binding upon the employees in order to ensure the continuing successful and efficient operation of its business. This clause shall not be exercised in a discriminatory or arbitrary manner. Breaches of such d e s by an employee shall be cause for disciplinary action, up to and including

discharge. Without limiting the generality of the foregoing the following offenses shall render an employee liable to discipline up to and including discharge:

- (a) dishonesty;
- (b) the unauthorized use of alcohol and any narcotic and /or dangerous drugs not prescribed by a duly qualified medical practitioner.

The Employer undertakes to furnish the Union with copies of all new policies and rules introduced by the Employer.

**7.04** Theft from the Employer, hotel guests, or a fellow employee shall be grounds for immediate discharge.

### Article 8 - Negotiating Committee

**8.01** The Union shall appoint a Negotiating Committee consisting of not more than eight (8) active full-time seniority employee who each have at least one (1) year of seniority and who are members of the Union, and three (3) recognized Union officials who shall exclusively carry out negotiations at the appropriate time for the amendment or renewal of this Agreement. The Employer agrees to compensate each member of the aforementioned negotiating committee up to a maximum of eight (8) at his or her regular straight time hourly wage rate for time lost from work while attending to negotiations.

### Article 9 - Representation

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

Unionville Café	Service Department
Maintenance	Communications
Banquets	Kitchen
Room Service	Stewarding
Housekeeping	Beverage Department
Laundry Department	

**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 informed.



- 9.03 No steward, Union committee member or Union official employed by the Company may leave **his** or her regular duties without the permission of his or her 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 or her **return to** his or her regular duties after having secured such prior permission, he or she shall give any explanation reasonably required by his or her supervisor to explain the duration of his or her absence.
- 9.04 For the purposes of this Agreement, the stewards together with the officers of Local Union and the Negotiating Committee, shall be deemed **to** be the officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibilities to see that **this** Agreement is faithfully carried out.
- 9.05 a) **An** employee who is to receive discipline which is to be recorded on the employee's personnel file, shall have the right to the presence of **a** Union Steward or Union Committee member, or, if either of the above are not available, **a** member representative of the employee's choice, who is working on the current shift.
- b) This clause shall not apply to discussions that **are** of an operational or investigatory nature.
- c) **After** the Employer has completed the investigatory interview and prior to imposing discipline, the employee shall be entitled to a ten **(10)** minute private meeting with their Union Steward, if so requested by the employee.

### **Article 10 – Grievance Procedure**

- 10.01 Whenever the term “grievance procedure” **is** used in this Agreement it shall be considered **as** including the arbitration procedure.
- 10.02 The Employer shall be under no obligation to consider or process any grievance **unless** such grievance shall have been presented to the Employer in writing at Step No. 2 of the grievance procedure within five **(5)** days from the time the circumstances upon which the grievance is based were **known** or should have been **known** by the **grievor**.
- 10.03 All time limits referred **to** in the grievance procedures herein contained shall be deemed to mean “working days”. “Working days” **as used** herein shall be deemed to exclude **Saturdays**, Sundays and paid holidays.
- 10.04 There shall **be** an earnest effort on the part of both parties to settle any grievance promptly through the following steps:

## Step 1

By a conference between the aggrieved employee and his or her immediate supervisor. The employee may be accompanied by his area steward. The immediate supervisor shall give his or her decision within two (2) full working days. Failing settlement...

## Step 2

At this step, the grievance shall be reduced to writing and presented to the Department Head within the aforesaid time limits, but not thereafter. The written grievance shall set out the facts giving rise to the grievance and shall advise the Employer of the nature of the claim so as to enable the Employer to deal with the grievance, and shall be signed by the employee. The Department Head will give his or her written reply to the grievance within three (3) days. Failing settlement, then...

## Step 3

A meeting will be held with the grievor's area steward and the Personnel Manager within three (3) days after the Department Head has given his or her written reply. The grievor may be required to be present at the request of either party. A staff representative of the Union may be present, if requested by either party. The Personnel Manager shall give his or her written reply to the grievor's area steward within three (3) days of such meeting.

## Step 4

In the event the grievance is not settled at Step 3, the party having carriage of grievance shall request arbitration in terms of Section 49 of the Labour Relations Act, as may be amended from time to time, of the grievance by giving notice in writing to the other party within seven (7) days from the delivery of the decision at Step 3, but not thereafter. If a request for arbitration is not so given within such seven (7) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement, and upon any employee involved.

### **10.05 Arbitration**

- a) The notice to arbitrate referred to in Step 4 of the 10.04 shall contain the names and addresses of the persons whom that party would like to see act as the Arbitrator. and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Arbitrator and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues as set out in the notice.

- b) Upon receipt of the notice by the other party, the recipient shall within five (5) days advise the other party, in writing, of the name of the person or persons whom the recipient would like to have act as Arbitrator.
- c) If the parties hereto fail to agree upon a person to act as Arbitrator within thirty (30) days of the receipt of the notice referred to in 10.05 (b), the Minister of Labour for Ontario shall, if requested to do so by either party, forthwith appoint a qualified person to be Arbitrator.
- d) The Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employees affected by it.
- e) The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or adjudicate any matter not specifically assigned to the Arbitrator by the notice to arbitrate specified in Article 10.05 hereof.
- f) The fees and charges of the Arbitrator shall be borne equally by the two (2) parties hereto.
- g) After having received a written request addressed to the Human Resources department, with at least forty eight (48) hours advance notice, an employee shall be entitled to access their personnel file provided such employee is accompanied by a shop steward and a member of the Human Resources department. The review of the file shall take place during regular business hours of the Human Resource department and should an employee wish to retain or alter the contents of their file as may be provided for in this Agreement, the grievance procedure must be invoked.

#### **10.06 Time Limits**

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

### 10.07 Compensation

When an Arbitrator awards that an employee be compensated for lost benefits, such compensation shall not exceed the premiums that the Employer would have had to pay in accordance with Schedule "E" for the plans set out in that Schedule for the period involved. Nothing herein shall limit the Arbitrator's authority to award compensation for lost earnings.

### 10.08 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Employer or the Union, as the case may be, in writing within seven (7) 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 Step 3 of Article 10.04 whereof. 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 sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 10.08 shall not be used by the Union to institute a grievance directly affecting an employee or employees when such employee or employees could themselves institute, and the provisions of Article 10.04 hereof shall not be by-passed.

### 10.09 Group Grievance

Where a number of employees have identical grievances and each would be entitled to grieve separately, they or the Union Representative may present a group grievance in writing, identifying each grievor who is grieving, to his or her supervisor within five (5) days of the circumstances giving rise to the grievance. The grievance shall be treated as being initiated at Step #2.

### 10.10 Discharge Cases

A claim by a seniority employee that he or she has been discharged without reasonable cause shall be treated as a grievance and shall commence at Step 3 of Article 10.04, provided a written grievance signed by the employee is presented to the Personnel Manager within three (3) days after discharge. A Staff Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Personnel Manager.

**10.11 Discharge of Probationary Employees**

The discharge of any probationary employees shall not be the subject matter of a grievance and shall not be arbitrable.

In the case of the discharge of a probationary employee the Employer must verify that the employee has been given a fair opportunity to demonstrate whether or not he or she possesses the appropriate qualifications and suitability for permanent employment and that the Employer has made a fair assessment of the employee's qualifications and suitability for permanent employment.

**10.12** Copies of all suspensions or more serious discipline, and all Written disciplines, shall be submitted to the Union after issue thereof.

**10.13** Warnings and suspensions will be removed from an employee's file if he or she has had a clean record for eighteen (18) months

**10.14** During a discharge interview, an employee shall be entitled to be represented by a Union Steward and if no Steward is available, any available Union employee of his or her choice.

**Article 11 - Seniority**

11.01a) New employees will be considered probationary employees for the first sixty (60) days worked of their employment at the Hilton Suites Hotel and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Employer. Upon completion of the probationary period the employee's name will be entered on the appropriate departmental seniority list with the seniority dated from the date last hired.

b) The departments for seniority purposes are:

Unionville Café	Service Department
Maintenance	Communications
Banquets	Kitchen
Room Service	Stewards
Housekeeping	Beverage Department
<b>Laundry</b>	

c) Any employee with long standing service with the Hotel should not be transferred to another department unless prior consultation with the particular employee has taken place and such transfer is only arranged according to his or her wishes.

- d) Employees will not be regularly scheduled to perform work in other departments.
- e) Any mutual switch of schedules by employees must be approved by the department head or supervisor at least twenty four (24) hours prior to the requested change.

Subject to the following:

- i) The Employer shall not be obliged to pay any overtime or premium pay for such hours worked.
- ii) The Employer is able to maintain an adequate qualified and efficient workforce during this exchange.

**11.02 a)** The Employer shall maintain up to date departmental seniority list showing each employee's seniority date and his or her classification. Copies of such list shall be supplied to the Union at intervals of six (6) months.

b) An employee shall be entitled to dispute the accuracy of his or her seniority on any departmental seniority list posted pursuant to Article 11.02 by filing a written notice with the Director of Human Resources and setting out therein the grounds of his or her objection within thirty (30) calendar days of posting. If the dispute is not resolved, the employee may file a grievance pursuant to Article 10.

c) If an employee fails to file a dispute, set out herein or upon filing a dispute does not process a dispute, as provided for in this Agreement, he or she shall be deemed to have accepted as final and binding his or her seniority as shown on the departmental seniority list, which has been posted on the bulletin board.

**11.03** Lay-off shall be based upon the following factors:

- (a) departmental seniority
- (b) skill, competence, efficiency and reliability;

where in the judgement of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner the qualifications in factor (b) are relatively equal, seniority shall govern.

Employees who are laid off or who **are** on sick leave will be retained on the Employer's seniority list for a period of twelve (12) months or twice their employment period, whichever is lesser, after which time they shall be struck from the list.

The Employer and the Union agree that all stewards shall enjoy for the purpose of lay off only, super seniority and such steward shall be the last person laid off in their respective departments only **so long as** they hold the steward position and have not been removed or replaced by the Union for any reason and are able to perform the work of the laid **off** employees.

Recall of employees laid off shall be in inverse order of lay-off and is based upon the following factors:

- (a) departmental seniority
  - (b) skill, competence, efficiency and reliability;
- a) It shall be the duty of an employee or laid off person to notify the Employer's personnel office promptly, in writing, of any change in **his** or her notice **address** or telephone number; if an employee or laid **off** person fails **to do this**, the Employer shall not be responsible for the failure of the notice to reach **him** or her and any notice which appears on **the** employee's personnel records shall be conclusively deemed to have been received, if sent by registered mail for the employee or laid off person on the **third (3<sup>rd</sup>)** day after it was sent.
- b) Unless an employee signifies **his** or her intention to **return** to work **within five (5)** working days from date of receipt of the registered letter after **being recalled**, **his** or her name shall **be** passed over **an** unless within ten (10) days after being **recalled**, he or **she** reports to work or gives a legitimate reason for being unable to do **so**, he or she shall be **struck** off the seniority list.

11.04 In promotions within the bargaining **unit**, preference shall be given **to** those employees having the **longest** service, provided always that the employees in question **are**, in the opinion of the Employer, of **equal** skill, competence, efficiency and reliability. **The** Employer's opinion shall not be exercised in an arbitrary or discriminatory manner and shall be subject to the Grievance Procedure.

11.05 **An** employee shall lose all seniority and **his** or her employment deemed to have been terminated if he or she;

- a) voluntarily leaves the employ of the employer;
- b) is discharged and is not reinstated **through** the grievance or arbitration procedure;
- c) is laid off for a period **equal** to the lesser of his **period** of seniority or twelve (**12**) months,
- d) fails to **return** to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Employer have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- e) fails to return to **work** within five (**5**) calendar days **after** being recalled from extended lay-off by notice sent by registered mail, or fails to advise of his or her intention to return within **three** (3) days following such notice.
- f) **An** employee who punches/**signed** a time card of another employee is subject to immediate dismissal.

11.06 All new jobs and all permanent vacancies in existing jobs will be **posted** for seven (**7**) working days. Any employee, with one year's **seniority**, who wishes to be **considered** for a vacancy may make application. Current employees will be considered before new **hires are** made and the provisions of Article 11.01 (b) and 11.04 shall apply.

11.07 a) **An** employee with one year's seniority who wishes to be considered for a vacancy in another department may file a request for transfer with the Human Resource department. Such employee will be **considered** before a new hire is made. For all other purposes, the seniority of such employee shall be hotel wide.

b) **An** employee transferred, pursuant to Article 11.07 (a) will be on a sixty (60) calendar day trial period. **During** the trial period, the Employer or the employee may decide that the transfer is not successful, in which case the employee will have the first right to the previous position and department **as soon as** such a vacancy occurs. In the meantime, the Employer can place the employee in any department and position at the rate of pay paid to the employee in the original position and department.



- c) Part-time employees only have seniority in the part-time classifications. If a part-time employee becomes a full-time employee he or she shall be entered at the bottom of the full-time seniority list and he or she shall begin to accumulate his or her seniority from the day the employee becomes full-time in his or her respective department or classification.

If a full-time employee becomes a part-time employee, his or her seniority shall be entered on the appropriate part-time seniority list in his or her respective department or classification with the seniority dated from the date the employee was hired as a full-time employee.

- 11.08 (i) When an employee transfers into another department, his or her departmental seniority date, for the purposes of the new department, shall be the effective date of the transfer and he or she shall be placed at the bottom of the seniority list of the department into which he or she is transferred. After sixty (60) calendar days, he or she shall lose all of his or her departmental seniority rights in the department from which he or she transferred. If there is a layoff in the new department within sixty (60) calendar days after the employee transfers into it, the employee may exercise his or her departmental seniority rights in the former department, but not thereafter.

- (ii) For all other purposes, the seniority of such employee shall be hotel wide.

**11.09** When there is insufficient work available in a department, the Employer will endeavour to arrange schedules so that employees with greater seniority are given a greater share of the hours available.

**11.10** In the event a full-time position is open within a department, the part-time employee(s) within that department shall be considered first before any outside hiring.

11.11 **An** employee who returns to work from Workers' Compensation or sick leave shall not **be** treated **as** a new employee. **An** employee continues to accrue seniority for the first **three** (3) month period of absence, due to illness. Thereafter he or she shall remain on the seniority list and retain their seniority for a **further** nine month period, without accruing any **further** seniority provided the employee **keeps** the Employer informed of their **progress** on a monthly basis and **furnishes** a medical certificate confirming progress and prognosis at the Employer's request and expense, by a physician chosen by the Employer, which shall not take place more than once per month.

#### **11.12** Seniority – Part –Time Employees

- a) Part-Time employees have seniority only within the part-time classification.
- b) In all cases of filling permanent job vacancies for part-time employees within a department or area, if applicable, and in all cases of lay-off and recall of part-time employees within a department. if applicable, the criteria set out in paragraph 11.04 shall apply.
- c) When a part-time employee transfers to a full-time position, the employer shall pay to the part-time employee all accumulated unpaid vacation pay that may **be** due during the next pay period.

#### Article 12- Leave of Absence

12.01 The Employer may, in its discretion, grant a leave of absence without pay and without loss of seniority **to** an employee for **personal** reasons. All requests for such leaves of absence shall be in **writing as** far in advance **as** practicable. The Employer agrees to reply to such requests in writing within seven **(7)** working days, whenever possible.

#### Article 13 – Health & Safety

13.01 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 and illness.

- 13.02 **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 his straight time hourly rate for a reasonable amount of time spent attending such an examination. If any employee upon being ~~so~~ examined is found not to fulfil the medical requirements for his or her position, his or her employment shall be terminated and shall not be the proper subject matter of a grievance within the meaning of this Agreement and shall not **be** arbitrable.
- 13.03 **An** employee will not be required to produce a doctor's certificate for an absence on account of illness for less than three (3) days, unless the employees attendance record shows excessive absenteeism. **An** employee must report, whenever possible, his/her absence to his immediate supervisor at least ~~three~~ (3) hours prior to the commencement of his or her scheduled shift.

#### Article 14 – Merit Rating

- 14.01 The scales of wages **as** outlined in Schedule “E” in this Agreement are considered ~~minimum~~ scales and do not prohibit the Employer from granting merit increases **to** more proficient employees.

#### Article 15 – Bulletin Boards

- 15.01 The Employer will provide ~~bulletin boards~~ **to be** located at strategic locations. All Union notices must **be** signed by proper ~~officials~~ of the local Union and submitted to the personnel 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 16 – Bonding

- 16.01 Where required by the Employer, ~~each~~ employee must **be** and remain acceptable for bonding purposes **as** a condition of continued employment and where **an** employee fails to **be** and ~~remain~~ acceptable to the Employer's bonding company, **his** or her employment, regardless of seniority or other conditions, shall be terminated.

## Article 17 – Walkouts

**17.01** A waitpenon is responsible for collecting the amount of the cheque from the customers in that employees station. Where the waitperson fails to do so, that employee shall be personally responsible for paying the amount of the cheque involved unless the employee provides a satisfactory explanation in accordance with the Employer's present practice. No payment is required to be made until either:

- a) Step No.3 of the grievance procedure has been exhausted; or
- b) **two (2)** calendar weeks have gone by since the date of the walk-out, whichever is earlier.

it is understood that on a **first** offence the onus of proof rests with the Employer. On subsequent offences the onus of proof rests with the employee.

The above must be strictly adhered to, and failing compliance shall render the walkout payment void.

## Article 18 – Training Sessions

**18.01** Where an employee is required to attend a training session or a communications meeting, the employee shall be paid at the employees regular straight-time hourly wage rate for all time spent at such meeting. A senior employee shall not be required to attend training sessions or communication meetings held on the employees scheduled day off.

## Article 19 – Guest Gifts

**19.01** Where a guest leaves a gift for an employee other than either an unsealed bottle of liquor or a complimentary bottle of liquor supplied to the guest by the Employer, the employee may remove the gift from the Employer's premises if all of the following conditions are met:

- a) the employee receives a **mitten** authorization signed by the guest;
- b) the item is left in the employee supervisor's **office** for the balance of the shift;
- c) the employee obtains a duly signed authorization pass; and
- d) the employee removes the gift from the Employers premises on that date.

## Article 20 – Service Department

- 20.01 Bell **persons** will be guaranteed a minimum gratuity of **three** dollars and fifty cents (\$3.50) in and out for each person on **tour**.

Effective December 1<sup>st</sup>, 1997 of **this** Agreement the baggage charge shall be increased to three dollars and fifty five cents (**\$3.55**).

Notwithstanding the above, the parties agree that this will not affect those tour contracts signed prior to the date of ratification. The parties agree that in the case of lower-rated tours (for example, church groups, student groups etc.), the Employer will not be forced to refuse **this** business due to **this** Article, but the Union will be given reasonable access to relevant documents which **support** the basis of the Employers decision **that** such **tours** would have been lost if the minimum tour baggage charge was imposed.

- 20.02 The bell persons who are assigned by the Employer to deliver newspapers in accordance with the Employer's practice shall **be** paid an additional four dollars (**\$4.00**) per shift. In addition, such persons may also be required to deliver other **guest-related** items. It is understood where the newspapers **are** delivered by concierge or other methods, no premium shall be paid.
- 20.03 The Employer agrees to meet and discuss annually **with** the Union the gratuity items **set** out in Article 21.01, 21.02 and 21.03 in order to review the amount of items being **imposed** or charged by the other major hotels in Toronto.
- 20.04 Whenever Bell **persons** deliver **faxes**, messages, flowers etc. they shall be paid two dollars (\$2.00) per trip.

## Article 21 – Room Service

- 21.01 Where a Room Service waiter is directed to deliver a complimentary item for a guest, he or she **shall** be paid a two dollars (\$2.00) gratuity per complimentary item.
- 21.02 **Where** a Room Service waiter is **directed to set** up a full complimentary bar in a guest room, he or she **shall** be paid the following gratuity: \$10.00.
- 21.03 On any management order delivered **by** a Room Service waiter, the Room **Service** waiter shall **be** paid a gratuity equal to **fifteen percent (15%)** of the menu price for the order.

- 21.04 In Room Service department, a gratuity with amount of fifteen percent (15%) shall be shown on the guest's cheque.
- 21.05 The gratuity on outside Hotel management functions shall be seventy-five dollars (\$75.00) plus wages.
- 21.06 The Employer will use its best efforts to schedule the senior staff in the Room Service department to provide them with a normal work week of forty (40) hours before part-time or casual employees are requested or scheduled to work in Room Service. Further, if a senior waiter in Room Service is not scheduled to work a normal work week of forty (40) hours and there is not enough part-time or casual work in Room Service available without overtime, the Employer will use its best efforts when requested by the employee to find work as a casual in the Banquet department.

**21.07 Room Service Gratuity**

Room service gratuity will be split as follows:

1. All gratuities go into a common trone.
2. Total gratuities will be split by hours worked with the exception of managers whose hours for purposes of calculating gratuity will be fifty percent (50%) of the hours worked by the bargaining unit member with the most hours.

**Article 22 - Engineering Department Tool Allowance**

- 22.01 Where an employee in the Engineering department is required to supply his or her own tools, he or she shall be paid an annual tool allowance of \$120.00. In order to qualify for such allowance, such employee must have at least six (6) months seniority. The tool allowance will be paid no later than the second pay after the Employers fiscal year end, which is presently December 31<sup>st</sup>.

## Article 23 – General Matters

**23.01** Gratuity on large parties in Unionville Café, Club Markham Lounge. The Employers current practice is that when a **person** calls to make a reservation for a party of eight (**8**) or more, it is suggested to the person making the reservation that a suggested gratuity of fifteen percent (**15%**) will be added to **the** bill. If the person making the reservation objects, no such gratuity is added. Furthermore, **as** it is a suggested gratuity even though it may be shown on the bill the guest is under no obligation to pay it. Finally, even if the guest **has** agreed to a suggested gratuity if the guest complains about the service, the gratuity is not added to the cheque. While the Employer is prepared to maintain this present practice, the Employer is not prepared to automatically add such a gratuity.

### **23.02** New Years Eve Gratuity

The Employer agrees to give to each steward in each food and beverage outlet at least one week's notice prior to New Years Eve of the gratuity break down for the food and beverage portion of the New Years Eve package to be served in the outlet.

### **23.03** Shoe-Shine

It is agreed that the Hotel shall **pay** the **sum** of **two** dollars (**\$2.00**) per pair of shoes which **are** polished by any member of the Housekeeping **Staff**; provided that the service shall have been authorized and verified by the Department Head.

**23.04** The Company will erect a sign designating valet parking (**\$3.00**). All gratuities to **go** to the door**person**.

### **23.05** Maintenance Department:

- a) Employees in **this** department who **are** required to carry pagers shall, before taking **their** meal breaks on the day shift, hand their pagers to a colleague, not on a break
- b) Employees **working** the night shift will be required to hand in their pagers to the manager on duty.
- c) The Employer shall supply full uniforms, with a maximum of **two** (**2**) winter jackets, for the department.

### **23.06** Laundry Department

Employees shall be allowed to take five (5) minutes to wash-up at the end of their shift.

**23.07** The Employer agrees to pay half the cost of printing the Collective Agreement.

**23.08** The Employer agrees to pay the maximum of seven hundred and fifty dollars (**\$750.00**) per annum towards the Union Steward ~~Christmas~~ Party.

### **Article 24 – Safety Shoe Allowance**

**24.01** It shall be a condition of employment that employees who are required to do so by the Employer shall wear safety shoes. The Employer shall pay to all employees of the Kitchen, Stewarding and Engineering departments, with one (1) year seniority, a safety shoe allowance of fifty dollars (**\$50.00**) every eighteen months (18) to reimburse them for the cost of purchasing safety shoes upon production of proof of purchases.

### **Article 25 – Pay for Time Lost Due to Injury**

**25.01** If an employee is injured after he or she has commenced work and is thereby incapacitated from carrying out his or her duties. Management shall arrange and pay for the cost of transporting the employee to and from the Hospital. The Employer will pay the employee for any hours he or she missed from his or her regularly scheduled shift because of the injury if the employee is unable to complete his or her total shift on the day of injury.

### **Article 26 – Housekeeping Department**

**26.01** Where a Housekeeping employee can not complete his or her assigned work before the end of his or her scheduled shift, he or she shall notify his or her department manager and shall not work overtime without obtaining the manager's prior consent.

**26.02** a) Room Attendants will be required to clean thirteen (13) suites per day.

b) (i) If Room Attendants are assigned suites on three (3) different floors the daily quota will be reduced by one (1) suite provided the occupancy of the Hotel is above forty percent (40%) that day.



- (ii) If in the judgement of the Room Attendant damage has been done to ~~the~~ suite (i.e. the suite ~~has~~ been trashed) which will necessitate a significantly longer time spent cleaning it, a supervisor must be notified. **If** the supervisor concurs, someone will be assigned to assist the Room Attendant with that room. If there is **no** one available, the suite quota may ~~be~~ reduced by one in the discretion of the Housekeeping supervisor.
- (iii) The Employer is prepared to agree to reduce to twelve (**12**) double/doubles.
- c) The Employer confirms that suites **903, 925, 1003** and **1025** shall count as **two** (2) suites when assigning the daily suite quota.
- d) The Employer agrees to continue its present practice with respect to seniority for available **floor** selection whenever possible.

#### 26.03 Cot Premiums

Room Attendants will receive a fifty cent (**0.50**) premium per cot made up by the room attendant. Effective April 1, 2002, this premium ~~shall~~ increase to seventy five cent (**0.75**). Effective May 1, 2004 ~~this~~ amount shall increase to one dollar (1.00).

#### Article 27 - Pension

27.01 **On** and after April 1, 2002, the Employer will pay **thirty** cents (0.30) per hour of work to a monthly maximum contribution of \$56.00 by each full-time seniority employee into a Pension Plan established by the Union and **known as** The Canadian International Union Workers Pension Plan. The Plan is administered by Benefit Plan Administrators Limited, Suite 200, 135 Queen's Plate Drive, Etobicoke, **Ontario, M9W 6V1**. Effective May 1, **2004** ~~this~~ amount ~~shall~~ increase to **thirty** five cents (**0.35**) per hour to a monthly maximum contribution of \$56.00.

Note that ~~this~~ provision applies only to regular full-time employees.

Article 28 – Duration

28.01 . This Agreement shall become effective on the day of notice of ratification, and shall remain in full force and effect and shall not be re-openable, save and except **as** otherwise herein expressly provided, until the 30<sup>th</sup> day of November, **2004** 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** hereto of its desire to negotiate amendments to this Agreement.

28.02 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 the 30<sup>th</sup> day of November, 2004, 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.

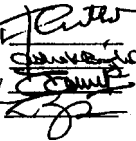
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives **as** of the 13 day of July, 2002.

HILTON SUITES HOTEL

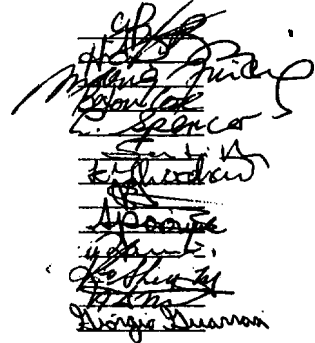
UNITED FOOD AND COMMERCIAL  
**WORKERS** INTERNATIONAL  
UNION, CLC, AFL-CIO,  
LOCAL 333

SIGNATURE

David Cutler  
Ashok Baghel  
Daniel Mathew  
Elizabeth Sun



Platon Voulgaris  
Huda Issa  
Marika Ivivic  
Beton Cox  
Lancelot Spencer  
Satish Soni  
Thiva Kanapillai  
Sam Saravan  
Brian Spooner  
Frankie Au  
Kin Shing Ng  
Alphanso Smith  
Giorgio Guarassi



**LETTER OF INTENT**

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the specific policy of the Hotel not to discriminate against any employee because of race, colour, **sex**, age, creed, national origin or handicap.

This policy includes:

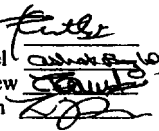
- Placement, upgrading, transfer, demotion, recruitment, advertising, or solicitation for employment.
- Training during employment
- Discipline
- Rates of pay or other benefits
- Layoff or termination

HILTON SUITES HOTEL

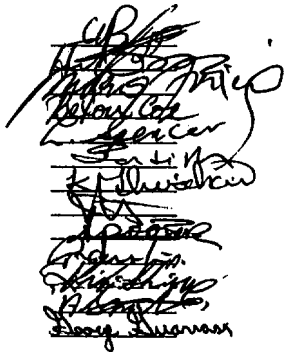
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Alphanso Smith  
Giorgio Guarassi



## SCHEDULE A

### HOURS OF WORK AND OVERTIME

- 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 of work to be done per day or per week or otherwise, nor **as** a guarantee of **a** working schedule.
- A.02 The normal work week for all full-time employees shall consist of forty **(40)** hours worked, exclusive of lunch periods, comprised of eight **(8)** hours of work per day in five **(5)** days per week. The Employer shall use its best efforts to arrange schedules **so** that such employees will, whenever possible have two (2) consecutive days off during each work week.
- A.03 It is recognized that the Employer will **from** time to time require employees **to** perform overtime work. **An** employee who wishes to **be** excused from an overtime assignment shall, in support of his or her request, **furnish** the Employer with **an** acceptable bona fide reason. The Employer's decision upon the request will not be made in an arbitrary manner.
- A.04 Overtime at the rate of one and one-half (1 1/2) times the employees straight-time hourly rate of pay exclusive of premiums shall be paid for hours worked in excess of eight **(8)** hours of work per day.
- A.05 There shall be **a** one-half (IL?) hour unpaid lunch break in each working day at **a** time or times to be designed by the Employer.
- A.06 In no case shall there be **a** duplication or pyramiding of overtime or any other premium compensation.
- A.07 Minimum Reporting Allowance
- a) **An** employee, **who** properly reports for work **as** scheduled, shall be entitled to work **his** or her **shift** up to **a** maximum of four **(4)** hours or **be** paid equivalent pay at **his** or her straight-time hourly rate unless the Employer **has** notified the employee in advance not to report to work. Where an employee **has** reported for work and there is no work available, then the employee will perform such temporary departmental work, **as** is available in order to qualify for payment hereunder.
- b) **This** minimum reporting allowance does not apply where the employee reports for work but there is no work for him or her to do because of circumstances beyond the control of the Employer.

- c) When an employee has not been working because of illness, leave of absence or any other causes, it shall be **his** responsibility to arrange with the Employer for **his** return to work prior to his intended date of return, and if the employee fails to do **so** he shall **not** be entitled to the reporting allowance **as** herein provided.
- d) It is the employees duty to keep the Employer informed of his or her correct address and telephone number, and the Employer will **not** be liable for any payment hereunder unless arrangements have been **so** made.

**A.08** An employee who has left the Hotel after the completion of his or her regular shift and is called back to work shall receive a minimum of four **(4)** hours pay at **his** or her straight-time hourly rate. It is understood that this provision shall not apply in the case of **an** employee who is required to work within a period prior to the commencement of his or her regular shift, but he or she shall be appropriately compensated.

**A.09**

- (a) The Employer will **post** shift schedules at least seventy-two **(72)** hours in advance except in circumstances beyond the control of the Employer.
- (b) Once a departmental schedule has been posted, employees shall not be forced to alter a scheduled day off unless given forty eight **(48)** hours notice prior to the commencement of the **set** day **off** is given. In the case of all banquet employees only, the notice period shall **be** reduced to twenty four **(24)** hours notice.
- (c) If the required forty eight **(48)** hours (or **24** hours in case of banquet employees) has not been given in accordance with the above stipulation and the employee who is forced and, does work on the scheduled day **off**, then the remaining portion of that employees current weekly schedule will not be altered for the sole purpose of avoiding overtime payment.

**A.10**

- (a) Employees will be entitled to one fifteen **(15)** minute rest period for each completed one-half shift of four **(4)** hours at times deemed convenient and appropriate by the Employer.
- (b) Where employees do not receive their rest period, provided the employee and **his** or her supervisor have mutually agreed to this, then the **supervisor** may allow the employee to leave early with pay or pay the employee at straight time pay for working through his or her break.

- A.11 The Employer shall use its best efforts to arrange work schedules so as to avoid an employee having to work in a sixth (6<sup>th</sup>) consecutive day.
- A.12 Whenever possible, shifts schedules will be arranged to give employees sixteen (16) hours between shifts.
- A.13 A seniority employee who works a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day in a row, shall be paid time and one half (1 1/2) his or her regular rate for all hours so worked.
- A.14
- (a) Departmental seniority applies to entitlement to available days off and shift preference on available shifts subject to the Employer being able to maintain a qualified and efficient work force.
  - (b) It is agreed that this is not a bumping provision and this provision does not apply to scheduling in the Banquet department.

**NOTE:** An employee who works one (1) full shift or more in a higher-rated job classification shall be paid the higher rate for all hours so worked.

## **SCHEDULE B**

### **VACATIONS**

- B.01** Full-time seniority employees shall be entitled to 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 percent (4%) of gross pay.
  - b) For eligible employees who have completed five (5) years of service or more, three (3) weeks, vacation with six percent (6%) of gross pay.
  - c) For eligible employees who have completed ten (10) years of service or more, four (4) weeks vacation with eight percent (8%) of gross pay.
- B.02** For the purposes of determining the vacation to which an eligible employee is entitled, for the anniversary date of his or her employment shall apply.
- B.03** Vacations shall be granted within ten (10) months following the eligible employees anniversary date of employment.
- B.04** An eligible employee desiring to take his or her vacation at a particular time may do so by written request delivered to his or her Department Manager prior to eight (8) weeks preceding departure date. Vacation shall be allotted in accordance with seniority and the employees preference subject to the Employer being able to maintain a qualified and adequate staff in the department or area concerned. The employee will be notified within thirty (30) days after the application date as to whether or not his request has been granted.
- B.05** Vacation credits shall not be accumulated from one year to the next.
- B.06** The Employer will endeavour to permit no more than one (1) employee in the Engineering department at any one time to take two (2) consecutive weeks vacation. This vacation will only be granted where it does not conflict with other employees vacation requests based on seniority, and the operational requirements of the Hotel can be adequately met.

## SCHEDULE C

### STATUTORY HOLIDAYS

**C.01** An active full-time seniority employee will be compensated for time lost as a result of one of the following statutory holidays being observed on his or her regularly scheduled work day. Compensation shall be a sum equivalent to his or her straight time hourly rate for the number of straight-time hours of work in his or her normal day, provided he or she complies with the qualifications here in after set forth and as set out in the employment standards act as amended. The statutory holidays are:

1. New Years Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday (first Monday in August)
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day

**C.02** In addition to these statutory holidays set out in C.01 above, active full-time seniority employees shall be entitled to two further paid holidays to be compensated at their straight time hourly rate for the number of straight time hours of work in their normal day each year, subject to the qualifications set out in this clause. The two additional holidays shall be known as:

1. Birthday
2. Anniversary date of hire.

These two holidays shall be taken on the dates specified but no later than 30 days after the dates specified. Note: The anniversary Holiday shall only come into effect December, 2003.

**C.03** Where an active full-time seniority employee works on a statutory holiday, he or she shall be paid his or her wages at the rate of one and a half times (1.5) his or her regularly hourly rate for each hour work in addition to his or her regular wages for the day.



- C.04** An employee shall not be entitled to holiday pay unless he or she reports for work on his or her last scheduled shift before the holiday and on his or her first scheduled shift after the holiday.
- C.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,
- C.06** In the event that one or more of the aforementioned statutory holidays occurs during the eligible employees vacation, he/she shall be paid for the statutory holiday at their straight time hourly rate of pay in addition to his/her vacation pay.
- C.07** If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this agreement, such additional proclaimed holiday will replace the Anniversary Holiday if it has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this agreement for the duration of this agreement.

## SCHEDULED

### GENERAL ITEMS

#### D.01 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) between the date of death and the date of the funeral. In addition, an eligible employee shall be entitled to up to two (2) days off to attend the funeral of that employee's grandparent. In any event, the eligible employee shall not be entitled to receive any pay hereunder for any day upon which he or she would not otherwise have been scheduled to work for the Employer. Payment will be based on the employees straight-time hourly rate exclusive of premiums.

#### D.02 Premiums

1. A full-time seniority employee who is eligible for the benefit provided in this Part and who is absent from work on account of a prolonged illness shall receive the benefits herein provided during the first (3) months of such absence.
2. A full-time seniority employee referred to above whose hours are reduced below twenty four (24) hours per week through no fault on the part of the employee, then the Employer agrees to continue paying the Health and Welfare contribution for a period of two (2) months following the month in which the decrease in hours takes place.

#### D.03 Health and Welfare

All full-time employees who have completed their probationary period will be covered for:

- Group Life Insurance
- Accidental Death and Dismemberment Benefits
- Weekly Income Benefits
- Extended Health Benefits
- Benefits for Dependents

In accordance with the provisions outlined in the booklet entitled **Program of Welfare and Security Fund of the Textile Processors, Service Trades, Health Care, Professional and Technical Employees International Union, Local 351, Hotel and Club Workers Division.**

All full-time employees who have completed their **probationary** period will be covered for a group dental plan.

The Employer will contribute one hundred and twenty dollars (\$120.00), plus Retail Sales **Tax**, per full-time employee who has completed the probationary **period**. Effective June 1, 2004 the employers contribution will be increased to \$130.00 plus retail sales **tax**. Monies will be payable to the Union on the first (1<sup>st</sup>) day of each month for the previous month.

Retail Sales Tax (RST) **to be paid as** assessed by the government. The Union will provide evidence of such assessment upon the request of the Employer, no more than once **per** year.

*Part Time Benefits if the Union establishes a health **and** welfare plan to provide benefits to regular part time employees, the Employer shall contribute \$0.10 per hour worked effective January 1, 2000 and \$0.15 per hour worked effective January 1, 2001.*

D.04 Banquet Employee

Banquet (Cashier) **\$0.50** above Cashier rate  
Banquet Porter  
Banquet Waitperson/Bartender

**NOTE:** Probationary rate **as** per Schedule "E"

1. The following **are** the sub-classifications of banquet employees:
  - (a) A full-time banquet employee is **an** employee who regularly works more than twenty-four (24) hours per week.
  - (b) A part-time banquet employee is **a** banquet employee who regularly works not more than twenty-four (24) hours per week.
  - (c) A casual banquet employee is a part-time banquet employee who works intermittently for the Employer and who is designated **as** such by the Employer.

2. (a) Except **as** otherwise provided herein, full-time banquet employees shall be subject to all the terms and conditions of the Collective Agreement between the Employer and the Union with the exception that Articles 11.03 to and including 11.09 and 11.0S shall only apply to the extent **as** their seniority applies to the Banquet department, and accordingly, Article 11.03 shall be deemed to be amended to include the Banquet department **as** one of the areas dealt with in that Article.
- (b) A part-time employee shall only be entitled to the terms and conditions of this Schedule, and to the grievance procedures set out at Article 10.
- (c) Casual Banquet employees shall be deemed to have been hired for each function worked and terminated at the end thereof such that persons shall only be entitled to the benefits and wages **as** shown in this Schedule for them.

### 3. Hours of ~~Work~~ and Overtime

The 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**.

### 4. Gratuities

It is agreed that of the total amount of the gratuity left by the guest, seventy five percent (**75%**) of the gratuity on food and beverage will be shared among the waitpersons/bartenders.

### 5. Payment of Gratuities

The resultant gratuities from 4 above shall be split **as** follows:

- (a) bar gratuities: to be split **among** bartenders forty percent (**40%**);  
and
- (b) remainder of gratuities plus sixty percent (**60%**) of bar gratuities: split among all.

It is further agreed that the cheques showing the total amount of gratuities signed by the guests will be made available to the Union for inspection upon request.

Full-time, part-time and casual banquet employees shall be allowed one (1) meal for each four hours worked, to a maximum of one **meal** per day.

Full-time, part-time and casual banquet employees called in or scheduled to work a standard banquet function shall be guaranteed four (4) hours work.

6. Vacation Pay

Vacation pay for part-time and casual banquet employees shall be in accordance with the provisions of the Employment Standards Act of Ontario.

7. The terms of the "Management Rights" provision (Article 7) shall apply to all full-time, part-time and casual employees.
8. The terms of the Union Dues provision (Article 2) shall apply to full-time banquet employees, and part-time banquet employees who work at more than four functions per day.
9. The Hotel will endeavour to staff at sixteen (16) covers per employee at a standard banquet function.
10. It is understood that special functions will not be affected by paragraph 9 above.
11. For management sponsored functions the gratuity will be based on the normal selling price as determined by the Hotel.
12. The Company shall supply to each full-time and steady part-time waitperson in the Banquet department, a uniform in accordance with its normal practice used in supplying uniforms to staff.
13. Porter gratuities will be determined as follows:
  - All coffee breaks and lunches worked by Porters shall entitle the porters to the share as per item 4 above. No other gratuities paid.
14. Cashiers and Coat-check staff shall not participate in the sharing of gratuities.
15. Bartenders shall receive ten dollars and fifty-three cents (\$10.53) for Management functions.

## LETTER OF UNDERSTANDING

BETWEEN: HILTON **SUITES** CONFERENCE CENTRE & SPA  
- and -  
UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 333

### RE: PENSIONS

1. The Union and Employer understand and agree that under current pension legislation and /or regulations, the Employer has no requirement to fund any deficit in the plan, but is required to contribute only that amount **as** required by the Collective Agreement then in force between the parties.
2. It is understood and agreed by the parties that should the current pension legislation **and/or** regulations be changed to the extent that the Employer's obligation to contribute to the plan exceeds the amount specified in the Collective Agreement, then in force, the parties will meet directly to finalize methods to relieve the Employer of **this** increased obligation to the extent that any such obligation exceeds that which the Employers would have if the plan were a defined contribution plan.
3. The Union agrees that the Trustees appointed by them shall ensure **that** funds paid into the Pension Trust Fund from the Employer for and on behalf of the employees into the plan will be invested in accordance with the applicable legislation.
4. The Union **represents to** the Employer that the Pension Trust Fund is registered with and complies with applicable legislation under the Pension Benefits Act of Ontario and Revenue Canada, Registration Number **(0920396)**.
5. **The** Employer and the Union agree that **no** more information will be required from the Employer other than what is already supplied with Union dues. In the event that the Union requests any further information not readily available, then the Employer will endeavour, where possible, to make arrangements to access such information. This may result in the Employer having to incur reasonable costs to access such information which will be paid for within 15 days upon presentation of the bill by the Union.

Signed in Toronto this 13th day of May 2002.

HILTON SUITES HOTEL

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL  
UNION, CLC, AFL-CIO,  
LOCAL 333

SIGNATURE

David Cutler

Ashok Baghel

Daniel Mathew

Elizabeth Sun

Platon Voulgaris

Huda Issa

Marika Ivivic

Beton Cox

Lancelot Spencer

Satish Soni

Thiva Kanapillai

Sam Saravan

Brian Spooner

Frankie Au

Kin Shing Ng

Alphanso Smith

Giorgio Guarassi

*[Handwritten signatures corresponding to the list of names]*

## LETTER OF UNDERSTANDING

. BETWEEN: HILTON **SUITES** CONFERENCE CENTRE & **SPA**  
- and -  
UNITED FOOD AND COMMERCIAL WORKERS **UNION**,  
LOCAL 333

- A. **Laundry** Supervisor –Effective January 6, 1996, Yvonne Gayle will be included in the bargaining unit and will be placed at the bottom of the seniority list for the purposes of scheduling only.
- B. **Sous** Chef - The production, AM Café and PM Café positions that include and contemplate active line work will become unionized positions through attrition. After the second position becomes unionized, the Union agrees that the Employer will hire a **Sous** Chef Tournant, prior to including the third **Sous** Chef hours into the bargaining unit.

The Employer agrees Chef Tournant will be promoted from within or out of the bargaining unit provided the employee to be promoted has the skill, competency, efficiency, reliability and qualifications to perform the job.

The Employer agrees not to apply this provision in an arbitrary or discriminatory manner.

- C. The Employer agrees not to assign any additional hours or reduce full time cook's hours whilst giving effect to the above.
- D. The Employer agrees not to expand the contracting out provisions beyond the present practices. The above provision shall not apply under the following circumstances;
- E. The Employer agrees supervisors and persons above the rank of supervisor shall not perform bargaining unit work except in the following circumstances:
- (a) for purpose of instruction;
  - (b) in the event of an emergency situation;
  - (c) when performing developmental or experimental work or when a bargaining unit employee is not available due to another bargaining unit employee not reporting for work as scheduled or not being available for work.


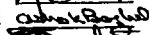




DATED THIS 13<sup>th</sup> day of May, 2002

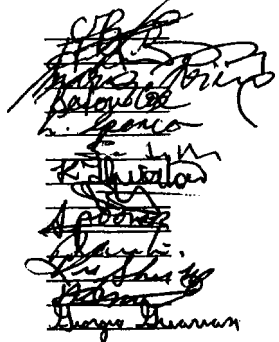
HILTON SUITES HOTEL

UNITED FOOD AND COMMERCIAL  
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Alphanso Smith  
Giorgio Guarassi



**LETTER OF UNDERSTANDING**

The parties agree that employees may be called in for available shifts in banquets. In these circumstances, the following shall apply:

- 1) The employee must advise the banqueting supervisor that they wish **to be added** onto the call in list. Should, the Banqueting Supervisor's estimation the employee have the requisite skill and ability, the Employee shall be **added to** the call in list.
- 2) It is agreed that employee's will be called for available shifts in the following order: 1) Full time departmental employees who regularly work less than 88 hours biweekly. 2) Part time departmental employees 3) Full time employees from other departments. 4) Part time employees from other department.
- 3) It is **understood** that employees who regularly work in other departments and choose to work in banquets may only **work** eighty eight (88) hours in total in a two week period in both their department and banquets, after which time overtime premium will be payable.
- 4) Employees who choose to work in the Banquets department shall be subject to the terms and conditions outlined in the collective agreement while working in Banquets.

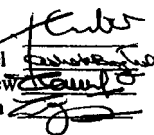
Signed in Toronto this 13 day of May, 2002.

HILTON SUITES HOTEL

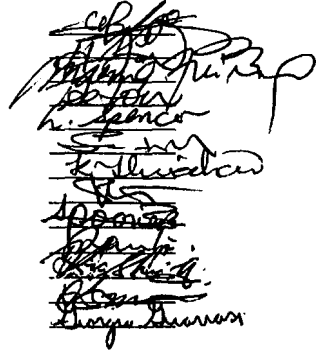
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LETTER OF UNDERSTANDING

It is agreed that students employed for the summer vacation period only shall have the requirement to pay the Union initiation fee waived.

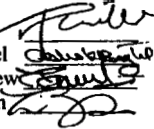
DATED THIS 3th day of May, 2002

HILTON SUITES HOTEL

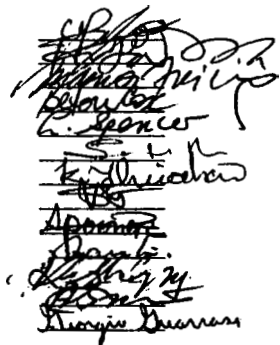
UNITED FOOD AND COMMERCIAL  
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## LETTER OF UNDERSTANDING

(a) The parties agree when a Bellman drives the van and provides shuttle service, they shall receive **\$2.25** per round trip effective Dec. 1, 2003.

(b) Message delivery will be carried by the Bellman and if they are not available, this will be handled by the Business Centre or designate.

© The Employer wishes to train staff from other departments to assist in the Banquet Department, at the Employer's sole discretion and subject to skill, ability and policies **as** determined by **the** Employer. Such training shall be conducted **at** the Employer's premises and at its expense. Employees attending such training shall not be remunerated for time spent undergoing training.

(d) The Employer will use agency employees when necessary but not to displace Full-time and Part-time employees. The following payment methodology will be used **as set out below:**

(a) The employer **will** pay the established agency wage rate to the agency.

(b) **The** difference in the hourly wage rate between the union rate and the agency rate shall be paid **out** of the gratuity **pool** earned from the **particular** function and the remaining balance of the gratuities shall be distributed equally among union employees only.

DATED **THIS** 13<sup>th</sup> day of May, 2002

HILTON **SUITES** HOTEL

UNITED FOOD AND COMMERCIAL  
**WORKERS** INTERNATIONAL  
UNION, CLC, AFL-CIO,  
LOCAL 333

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**SCHEDULE "E"**  
Wage Rates

<b>Classification</b>	<b>Feb 1, 2002 Rate Per Hour</b>	<b>Dec 1, 2002 Rate Per Hour</b>	<b>May 1, 2003 Rate per Hour</b>	<b>Dec 1, 2003 Rate per Hour</b>	<b>May 1, 2004 Rate per Hour</b>
Room Attendants	\$12.05	\$12.19	\$12.33	\$12.62	\$12.82
Night Attendants	\$11.78	\$11.90	\$12.02	\$12.20	\$12.38
House Persons	\$12.05	\$12.19	\$12.33	\$12.62	\$12.82
Lobby Attendants	\$11.78	\$11.95	\$12.07	\$12.30	\$12.48
Seamstress/ Uniform Attendant	\$12.05	\$12.17	\$12.29	\$12.48	\$12.66
Laundry Attendants	\$11.78	\$11.95	\$12.07	\$12.30	\$12.48
Head House Person	\$11.93	\$12.05	\$12.17	\$12.35	\$12.53
Laundry Washer	\$11.93	\$12.10	\$12.22	\$12.45	\$12.64
Waitperson/ Bartender (Banquets)	\$7.92	\$8.00	\$8.08	\$8.20	\$8.32
Midnight Room Service	\$14.04	\$14.18	\$14.32	\$14.53	\$14.75
Bus Persons	\$9.11	\$9.20	\$9.29	\$9.43	\$9.57
Wait Person (coffee shop)	\$8.26	\$8.34	\$8.43	\$8.55	\$8.68
Cashiers	\$10.35	\$10.46	\$10.56	\$10.72	\$10.88
Mini-bar Attendants	\$9.84	\$9.93	\$10.03	\$10.18	\$10.33
Porters (Banquets)	\$10.88	\$10.99	\$11.09	\$11.26	\$11.43
A.M Banquet Porter	\$12.01	\$12.13	\$12.25	\$12.43	\$12.62
Host cashier	\$10.16	\$10.26	\$10.36	\$10.51	\$10.67
Stool Bartender	\$10.80	\$10.91	\$11.02	\$11.19	\$11.36

Service Bartender	\$11.45	\$11.57	\$11.68	\$11.86	\$12.03
<b>First Cook</b>	<b>\$16.13</b>	<b>\$16.29</b>	<b>\$16.45</b>	<b>\$16.70</b>	<b>\$16.95</b>
<b>Second Cook</b>	<b>\$14.72</b>	<b>\$14.87</b>	<b>\$15.01</b>	<b>\$15.24</b>	<b>\$15.46</b>
<b>Third Cook</b>	<b>\$13.33</b>	<b>\$13.46</b>	<b>\$13.59</b>	<b>\$13.80</b>	<b>\$14.00</b>
Pantry Help/ Apprentice	\$11.02	\$11.13	\$11.24	\$11.41	\$11.58
<b>Head Porter</b>	<b>\$11.22</b>	<b>\$11.33</b>	<b>\$11.44</b>	<b>\$11.61</b>	<b>\$11.78</b>
<b>Bus Driver</b>	<b>\$14.04</b>	<b>\$14.18</b>	<b>\$14.32</b>	<b>\$14.53</b>	<b>\$14.75</b>
<b>Front Desk Clerk</b>	<b>\$11.94</b>	<b>\$12.06</b>	<b>\$12.18</b>	<b>\$12.36</b>	<b>\$12.54</b>
<b>Maintenance (General)</b>	<b>\$14.96</b>	<b>\$15.16</b>	<b>\$15.30</b>	<b>\$15.58</b>	<b>\$15.76</b>
<b>Maintenance Painter</b>	<b>\$18.93</b>	<b>\$19.12</b>	<b>\$19.31</b>	<b>\$19.60</b>	<b>\$19.94</b>
<b>Inspectress</b>	<b>\$12.61</b>	<b>\$12.73</b>	<b>\$12.86</b>	<b>\$13.05</b>	<b>\$13.25</b>
<b>Room Service (Days)</b>	<b>\$7.92</b>	<b>\$8.00</b>	<b>\$8.08</b>	<b>\$8.20</b>	<b>\$8.32</b>
<b>Chef De Partie</b>	<b>\$17.53</b>	<b>\$17.71</b>	<b>\$17.88</b>	<b>\$18.15</b>	<b>\$18.42</b>
<b>Pastry Cook</b>	<b>\$17.53</b>	<b>\$17.71</b>	<b>\$17.88</b>	<b>\$18.15</b>	<b>\$18.42</b>
<b>Baker</b>	<b>\$17.53</b>	<b>\$17.71</b>	<b>\$17.88</b>	<b>\$18.15</b>	<b>\$18.42</b>
<b>Butcher</b>	<b>\$17.53</b>	<b>\$17.71</b>	<b>\$17.88</b>	<b>\$18.15</b>	<b>\$18.42</b>
<b>Staff Cafeteria</b>	<b>\$11.02</b>	<b>\$11.13</b>	<b>\$11.24</b>	<b>\$11.41</b>	<b>\$11.58</b>
<b>Dishwasher</b>	<b>\$10.88</b>	<b>\$10.99</b>	<b>\$11.09</b>	<b>\$11.26</b>	<b>\$11.43</b>
<b>Silver Polisher</b>	<b>\$10.53</b>	<b>\$10.63</b>	<b>\$10.74</b>	<b>\$10.90</b>	<b>\$11.06</b>
<b>Bell Person</b>	<b>\$7.71</b>	<b>\$7.79</b>	<b>\$7.87</b>	<b>\$7.99</b>	<b>\$8.11</b>
<b>Door Person</b>	<b>\$7.08</b>	<b>\$7.15</b>	<b>\$7.22</b>	<b>\$7.33</b>	<b>\$7.43</b>
<b>Night Bell Person</b>	<b>\$10.88</b>	<b>\$10.99</b>	<b>\$11.09</b>	<b>\$11.26</b>	<b>\$11.43</b>
<b>Car Jockey</b>	<b>\$8.43</b>	<b>\$8.51</b>	<b>\$8.59</b>	<b>\$8.72</b>	<b>\$8.85</b>
<b>Telephone Operators</b>	<b>\$11.58</b>	<b>\$11.69</b>	<b>\$11.81</b>	<b>\$11.99</b>	<b>\$12.16</b>
<b>Potwasher</b>	<b>\$11.42</b>	<b>\$11.54</b>	<b>\$11.65</b>	<b>\$11.83</b>	<b>\$12.00</b>
<b>Kitchen Helper</b>	<b>\$11.22</b>	<b>\$11.33</b>	<b>\$11.44</b>	<b>\$11.61</b>	<b>\$11.78</b>

**NOTES:**

1. Effective upon ratification, all new part time employees shall **be** paid one dollar **(\$1.00)** less than the prevailing contract rate.
2. The Employer agrees not to expand its part time compliment of employees beyond the ratio of twenty percent (20%), in relation **to** the ratio of full time employees.
3. Notwithstanding the above, gratuity employees shall not **earn** less **than** the minimum wage.
4. The most senior full time bus person who works the complimentary breakfast in the Café shall receive a premium of **fifteen** cents **(\$0.15)** per hour for all **hours** worked during the shift.