

COLLECTIVE AGREEMENT

BETWEEN

**WW HOTELS (WINDSOR) COMPANY,
carrying on business as HILTON WINDSOR
(Hereinafter called "the Company")**

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 195
(hereinafter called the "Union")**

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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 II - SCOPE

2.01 For the purpose 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 (24) 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 (24) 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 in the bargaining unit described in Article 3.01 herein. Only the following provisions apply to part-time employees: 4, 5, 6, 7, 10, 11.01, 11.02, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.12, 13, 15, 16, 19, 20, 22, 23, 24, 25, 26, 27 (except 27.02), 28, 34, Schedule "B", Letters of Understanding #1, 2, 4, 6, 7, 8, 9, 10, 11 and 12. Co-op students to have same rights as outlined in previous agreement.

- 2.03**
- (a) The parties recognize that the nature of the Employer requires the use of part time employees to meet the demands of its business. The parties further recognize the preference of the Union to have as many full time employees as is reasonable in the business.
 - (b) Where reasonably practical, the Employer will attempt to maximize the number of full time positions available.

ARTICLE III - 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 City of Windsor, save and except supervisors, persons above the rank of supervisor, secretarial support staff, sales and accounting staff.

3.02 Co-op students and other persons who are not employed for compensation by the Company shall not be used to perform bargaining unit work if doing so would directly result in the reduction in the hours of work of bargaining unit employees.

3.03 A person employed by the Company who is not part of the bargaining unit shall not perform bargaining unit work unless it is normally part of his or her job to do so in accordance with past practice, except in unforeseen circumstances, such as last minute bookings.

3.04 Prior to the Company contracting out any bargaining unit work, the Company shall meet and discuss the matter with the Union in a consultative meeting.

3.05 None of the present employees in the Maintenance Department as of the date of ratification shall be laid off as a direct result of the Company contracting out bargaining unit work regularly performed by such employees.

3.06 The Company agrees that the contracting out of any work normally performed by full-time bargaining unit employees will not result in the layoff of such employees or a reduction in their hours. The Company also agrees that it will not abuse contracting out by bringing in temporary agency people at substandard rates.

ARTICLE IV - RELATIONSHIP

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

Union. The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement or with the written permission of the Company.

4.02 The Company and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, ethnic origin, colour, religion, and record of offences.

4.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code. The right of an employee to rely upon the provisions of the Ontario Human Rights Code in a grievance under this Agreement shall not be limited.

4.04 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities.

4.05 The Union agrees that, except as provided for in this Agreement, there shall be no Union activity on the premises of the Company during the employee's working hours except by agreement of the Company.

4.06 Authorized representatives of the National or Local Union shall be permitted to enter the premises of the company at reasonable times for the purpose of conducting its business. Notice upon entering shall be given to a representative of management. Entry shall not be refused unreasonably.

ARTICLE V • UNION SECURITY

5.01 The Company agrees to deduct Union dues from the bi-weekly earnings of each employee.

5.02 The Union dues deducted will be a fixed dollar amount per pay which amount the Union will certify to the Company to be currently in effect according to the Union's Constitution. The required deductions shall be made for each pay period and shall be remitted within eleven (11) days after the month in which such deductions are made to the designated officer of the Union. The Union shall advise the Company 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 Company is so advised.

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

5.04 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.

5.05 The Company shall deduct from the earnings of each employee who has completed the probationary period such initiation fee as the Union may prescribed from time to time by its Constitution or By-Laws. The Union will give the company written notice of the amount of such initiation fee and, unless the company is so notified, the Company is under no obligation to deduct such initiation fee.

5.06 The Company will provide the National or Local Union once a year with an updated employee listing which will include the employee's full name, home address, telephone number, current wage rate and seniority listing, provided that each employee sign an authorization permitting the Company to release such information. For any employee who objects, the Company will not be required to provide the Union with the above information. The Company will also provide the National or Local Union with a list of employees who have been recalled to work, have been newly hired, have quit and have submitted a change of address.

ARTICLE VI • NO STRIKE OR LOCK-OUT

6.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The Labour Relations Act of Ontario defines a strike and lock-out 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 designated to restrict or limit output.

"Lock-out" includes the closing of a place of employment, a suspension of work or a 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 changes 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.

6.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline including discharge.

6.03 If an illegal strike occurs, the Union will instruct its members to carry out the provisions of the Agreement and to return to work and perform their duties in the usual manner.

ARTICLE VII • 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 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) Maintain order, discipline and efficiency;
- (b) The right to hire, direct, classify, promote, demote, transfer, lay off, recall and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in

the manner and to the extent hereinafter provided;

- (c) Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations to direct the ~~work~~ 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, material, products and produce, to determine the extensions, limitation, curtailment or cessation of operations and all other customary rights and responsibilities of management.

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

7.03 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 assure the continuation successful or efficient operation of its business. Breaches of such rules by an employee shall be cause for disciplinary action, up to and including discharge, without limiting the generality of the foregoing, the following offences shall render an employee liable to discipline up to an including discharge:

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

All such rules shall be in writing and shall be posted on the bulletin boards herein provided for and made available on request to any employee desiring a copy of such rules. A copy of any new rule or regulation shall be sent to the Union before being implemented.

7.04 Theft from either the Company, a client, or a fellow employee shall be grounds for discharge.

7.05 When there is a dispute with the rules and regulations, the Union will be allowed to grieve under Article 10 of the collective agreement.

ARTICLE VIII • NEGOTIATING COMMITTEE

8.01 The Union shall appoint a Negotiating Committee consisting of not more than seven (7) active full-time seniority employees who each have at least one (1) year of seniority and who are members of the Union, and two (2) recognized Union officials who shall exclusively carry out negotiations at the appropriate time for the amendment and renewal of this Agreement. The Company will compensate the employee members of the Negotiating Committee one hundred (100%) percent for their loss of earnings for time lost from work while attending to negotiate the renewal of the Collective Agreement, with gratuity employees receiving compensation at the flat rate of fifteen (\$15.00) dollars per hour. It is further agreed that the Company will pay up to a maximum of two (2) days preparation time for the committee prior to the commencement of negotiations.

ARTICLE IX - REPRESENTATION

9.01 The Union may select one (1) shop steward, with at least one (1) year of seniority, to represent employees employed in each of the following areas: Room Service, Kitchen, Stewarding, Service, Maintenance, Park Terrace, River Runner, Banquet and Front Desk. The Housekeeping area shall be entitled to select two (2) shop stewards, each of whom shall have at least one (1) year of seniority to represent employees in that department. In addition, the Union shall be entitled to select or elect one (1) employee with at least one (1) year of seniority to act as the Chairperson.

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

- 9.03 (a) 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 permission not to be unreasonably withheld. 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.
- (b) Where it is necessary for a union representative to investigate an employee's grievance or complaint during working hours, the employee shall not be disrupted in the performance of his/her assigned duties without the prior permission of that employee's supervisor, such permission not to be unreasonably withheld.

9.04 For the purposes of this Agreement, the stewards, together with the officers of the Local Union and the Negotiation Committee, shall be deemed to be the officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

9.05 It is understood that the business representative will not conduct business in any area of the Hotel other than that designated by the Human Resources Department.

9.06 Lead hands will not recommend discipline for employees. Employees required to attend investigative meetings with the Company which may result in discipline, or to attend meetings held for the purpose of issuing discipline, shall be represented by a Union Steward, who shall be the employee's area steward and/or chairperson, if he/she is available.

9.07 The Company agrees to Compensate the Committee persons for time reasonably used during regular working hours in order to deal with such complaints, grievances or meetings as are provided for herein. Such compensation shall be at the regular rate of pay. The Company further agrees that for each day of his or her attendance upon an arbitration hearing pursuant to the

terms of this agreement, the Chairperson shall be entitled to receive eight hours pay at his or her normal hourly rate. Additionally, the Chairperson shall be entitled to one day's leave with pay in each calendar year for the purpose of attending a union seminar.

ARTICLE X - GRIEVANCE PROCEDURE

10.01 Wherever the term "grievance procedures" is used in this Agreement it shall be considered as including the arbitration procedure.

10.02 The Company shall be under no obligation to consider or process any grievance unless such grievance shall have been presented to the Company 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 NO. 1

By a conference between the aggrieved employee and his immediate supervisor. The employee may be accompanied by his area steward.

The immediate supervisor shall give his decision within two (2) full working days. Failing settlement...

STEP NO. 2

At this step, the grievance shall be reduced to writing and presented to the Department Head within five (5) full working days following the supervisor's reply but not thereafter. The written

grievance shall advise the Company of the nature of the claim so as to enable the Company to deal with the grievance, and shall be signed by the employee. The Department Head will give his written reply to the grievance within three (3) days. Failing settlement...

STEP NO. 3

A meeting will be held with the grievor's area steward and the Human Resources Manager within three (3) days after the Department Head has given his written reply. The grievor may be required to be present at the request of either party. The Chairperson, National Representative or other local union officer may be present, if requested by either party. The Human Resources Manager shall give his written reply to the grievor's area steward within three (3) days of such meeting.

STEP NO. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step No. 3, but not thereafter.

If a request for arbitration is not so given within such ten (10) day period, the decision at Step No. 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 to in Step No. 4 of Article 10.04 shall contain the names and addresses of the persons whom the party would like to see act as the arbitrator.
- (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 names of the person or persons whom the recipient should 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 decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.
- (f) The fees and charges of the arbitrator shall be borne equally by the two (2) parties hereto.

10.06 Time Limits

The time limits referred to in this Article (Article 10) shall be construed as mandatory.

The parties shall have the right, by mutual written agreement to extend the time limits set forth.

10.07 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company 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 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 Step No. 3 of Article 10.04 hereof. 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 with ten (10) 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 10.07 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 10.04 hereof shall not be by-passed.

10.08 Discharge Cases

A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step No. 3 of Article 10.04 provided a written grievance signed by the employee is presented to the Human Resources Manager within three (3) days after the discharge. A Staff Representative of the Union or local union officer will be permitted to attend the meeting held pursuant thereto, with the Human Resources Manager.

10.09 Employees required to attend investigative meetings with the Company which may result in discipline, or to attend meetings held for the purposes of issuing discipline, shall be represented by a union representative, who shall be the employee's area representative if he or she is available, and/or the Chairperson.

10.10 When two or more employees wish to file a grievance arising from the same incident, such grievance may be handled as a group grievance and presented to the Company beginning at Step No. 2 of the grievance procedure.

ARTICLE XI - SENIORITY

11.01 (a) An employee shall not attain seniority within the department in which he is employed until he has worked sixty (60) days for the Company (hereinafter called the "probationary period"). Upon attaining seniority, the employee's seniority in that department will be computed as having commenced on a day sixty (60) working days prior to the date upon which he completed the probationary period and so attained seniority in that department.

- (b) The layoff, termination or discharge of an employee during the employee's probationary period shall be at the sole and absolute discretion of management and shall not be a dispute subject to grievance and arbitration.
- (c) There shall remain separate seniority for full-time and part-time employees. Provided, however, where a full time employee becomes a part time employee, he or she shall be inserted into the part time employee seniority list for the department involved in accordance with his or her date of hire with the Company. Employees moving from part-time to full-time positions shall only have seniority from the effective date of such move.
- (d) The parties agree that the termination of a probationary employee shall be considered as a termination for just cause within the meaning of the Ontario Labour Relations Act unless such termination was arbitrary or discriminatory contrary to the provisions of the Ontario Human Rights Code. This shall constitute a lesser standard for the purposes of the Ontario Labour Relations Act.
- (e) In the event an employee is absent from work for a period of thirty-six (36) months or longer for any reason, other than as a result of an injury for which the employee is compensated under the Worker's Compensation Act, the employee shall not accumulate further seniority past the said thirty-six (36) month period.

11.02 Subject to 11.04 and 11.05, seniority shall only be department wide. Accordingly, an employee with seniority in one department shall not have seniority in any other department, except where otherwise provided by this Article XI.

- 11.03 (a) Where it is necessary to 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, willing and able to do the work which is available.

- (b) 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.

11.04 A seniority employee who, due to lack of work, is displaced from his regular job will be assigned by the Company to a vacancy in his department, or his area, provided the employee has the skill and ability to do the work involved, allowing for a reasonable period of familiarization. If there is no such vacancy, the employee will be assigned to work being performed by another employee with less seniority in his department, in his area, providing the employee has the skill and ability to do the work involved.

If a department, area and/or classification is permanently discontinued, the affected employees, both full time and part time, will be allowed to exercise their respective seniority rights in other departments and/or classifications provided that the employee has the present skill and ability to perform the work, allowing for a reasonable period of familiarization, not to exceed thirty days.

When used in this Article 11, the word "ability" shall mean having the accomplishments which enable the person to perform the work required in accordance with the Company's quality and service standards, allowing for a reasonable period of familiarization, not to exceed thirty (30) days.

11.05 Where an employee with one (1) year or more seniority applies for and is transferred to another area or department, he shall commence accumulating and only accumulate seniority in the new area or department once he is so transferred. Such employee shall, following his transfer, retain the seniority accrued in his former area or department to the date of such transfer but shall not accrue further seniority in such former area or department. Such seniority accrued in the former area or department may only be exercised in the event the employee is laid off in his new department.

11.06 An employee shall lose all seniority and service rights and his employment shall be deemed to have terminated if:

- (a) he is laid off for twenty-four (24) months
- (b) he is on layoff and fails to indicate his willingness to return to work within four (4) days after he receives or is deemed to have received notice of recall sent to him by registered mail by the Company or if he, within ten (10) days after such notice of recall is so sent, fails, without a legitimate excuse, to return to work;
- (c) he fails to return to work promptly after the expiration of any leave granted to him, unless he gives a legitimate excuse for failing to do so;
- (d) he absents himself from work for three (3) consecutive working days without a legitimate excuse.

11.07 It shall be the duty of the employee or laid off person to notify the Company Human Resources promptly, in writing, of any change in his address or telephone number. Any notice mailed to the employee or laid off person by prepaid registered mail, addressed to the address of that person as it appears on the Company's personnel records, shall be conclusively deemed to have been received by the employee or laid off person on the fourth day after it was so sent unless the notice is returned to the Company by the Post Office, in which event, it shall be conclusively deemed to have been received by the employee on the date the Post Office stamps it for return to the Company.

- 11.08 (a) Within sixty (60) days after the ratification of this agreement, the Company will post a Hotel wide seniority list, listing department and classification.
- (b) Thereafter, the Company shall post a revised departmental seniority list or, where applicable, an area seniority list at least once a year.
- (c) any departmental seniority list posted pursuant to this Article by filing a written notice with the Human Resources and setting out therein the grounds of his objection within thirty (30) calendar days of the

posting. If the dispute is not resolved to that employee's satisfaction, he may file a grievance pursuant to Article X.

- (d) If an employee does not file a dispute, as herein provided, or, upon filing a dispute does not process the dispute as provided for in this Agreement, he shall be deemed to have accepted ~~as~~ final and binding his seniority ~~as~~ shown on the departmental seniority list which has been posted.
- (e) An employee shall not be entitled to dispute his seniority ~~as~~ shown on any departmental or area seniority list where the dispute relates to the accuracy of his seniority as shown on any prior departmental or area seniority list unless such employee has disputed the accuracy of the prior departmental or area seniority list as herein provided or, having disputed the accuracy thereof, is processing a dispute as provided for in this Agreement.

11.09 In all cases of filling permanent job vacancies for part-time employees within a department or area, if applicable, and in all cases of layoff and recall of part-time employees within a department or area, if applicable, the criteria set out in paragraph 11.03 shall apply.

11.10 Preferential Seniority

The Shop Committee shall have top Hotel wide seniority in case of layoff and shall ~~be~~ retained by the Company on work they have the skill and ability to perform, so long ~~as~~ such work is available. The Union shall provide the Company with the names of the persons affected and the order in which they are to ~~be~~ recognized.

11.11 Temporary Transfers

The Company will have the right to temporarily transfer employees to other positions for a maximum period of two weeks. In the event of such temporary transfer, where the wage rate applicable to the position into which the employee is temporarily transferred is higher than her normal wage rate, the higher rate will

immediately apply for the duration of the transfer. Where the wage rate applicable to the position into which the employee is temporarily transferred is lower than her normal rate, the normal rate will continue to apply for the duration of the transfer.

ARTICLE XII - LEAVE OF ABSENCE

12.01 Upon written application and two weeks notice except in a case of emergency, the request of employees for leaves of absence will be considered by the management upon their individual merits and circumstances, and the parties agree that the determination of whether the request shall be granted rests solely in the discretion of management. Leaves of absence must be authorized in writing by the Company. The Company will provide to the Union Committee a copy of any approved leave requests.

12.02 Any employee of the Company elected or appointed to a full time position in Local 195 CAW or the National Union, CAW, will be granted a leave of absence without pay and without benefits by the Company for a period of two (2) years or the life of this agreement, whichever is longer, and shall retain and continue to accumulate seniority.

12.03 The Company when presented with a request in writing from the Union will grant a leave of absence to members of the bargaining unit for a period not to exceed fourteen (14) calendar days where such employees have been appointed or elected by the Union as a delegate to a legitimate function such as a convention, conference, council or education course, and where any one member of the bargaining unit is selected to attend the Labour College of Canada, the Company will grant such employee leave of absence for 30 working days. The request for the leave shall state the intended date of commencement, duration and reason for the leave. All requests for such leaves shall be made as far in advance as practicable and providing that the Company may decline to honour any request made on less than 14 days' written notice if, in the Company's opinion, such request cannot be accommodated without undue inconvenience. No more than two members of the bargaining unit, or more than one employee from any area or department, shall be absent from their duties with respect to any such leave at any given time.

12.04 All leaves of absence shall be without pay and without loss of seniority

ARTICLE XIII • HEALTH & SAFETY

13.01 The Company and the Union agree to actively promote measures to assure the health and safety of all employees. The Company further agrees to make adequate provision for the health and safety of the employees. The Company shall comply in a timely manner with all legislation pertaining to occupational health and safety.

13.02 The Joint Health and Safety Committee will consist of eight (8) members, four (4) each from the Company and the Union. A certified member from the Company and the Union shall serve as the Co-chairperson of the Committee.

13.03 In addition to the duties imposed under health and safety legislation, the Committee shall be responsible for the following:

1. Scheduling of and attendance at regular or emergency meetings whenever necessary called by the Committee;
2. In addition to regular meetings, the chairperson of the committee shall tour and inspect the premises on a monthly basis for health and safety concerns as required by the O.H.S.A. and make recommendations for changes and corrections for the elimination of health and safety hazards;
3. Receive, investigate and address complaints in a timely manner and prepare necessary reports;
4. Every industrial injury must be reported immediately to the Department Manager along with the completion of the Company "Accident Incident Report". Such copy will be forwarded to the chairpersons of the Health & Safety Committee upon written consent of the employee involved. in the case of an accident or injury that requires professional medical attention the Health & Safety Committee person directly involved with that incident along with the Chairperson of the Health & Safety Committee shall investigate and prepare a report.

13.04 The Company will provide the Joint Health & Safety Committee with complete hazard information on all hazardous substances in the workplace.

13.05 The Health and Safety Committee will be consulted with respect to and also review the selection of Company's supplied safety equipment and protective devices deemed necessary to protect employees from disease or injury.

13.06 Employees of the Company shall have the right to refuse work deemed unsafe or hazardous in accordance with the provisions of The Occupational Health and Safety Act.

13.07 Upon the request of a member of the Joint Health and Safety Committee and upon reasonable notice to the Company's Health and Safety Co-ordinator, a Local or National Union Health and Safety Representative will be given access to the work place to confer with Committee members.

ARTICLE XIV • BULLETIN BOARDS

14.01 The Company will provide bulletin boards to be located at strategic locations. All Union notices must be signed by proper officials of the Union and submitted to the Human Resources Department of the Company for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Company without the Company's prior written approval.

ARTICLE XV • BONDING

15.01 Where required by the Company, 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 Company's bonding company, his employment, regardless of seniority or other conditions, shall be terminated.

15.02 Notwithstanding Article 16.01, if the Company should institute bonding requirements for a position which was not previously subject to such requirements, or if the bonding requirements for a bonded position should change, and the employee then holding such position is found to be unacceptable for bonding purposes, such employee shall not be terminated, but shall be placed on layoff and shall be entitled to exercise any rights which he **or** she may have pursuant to the terms of the Collective Agreement to displace a junior employee in a position which does not require that the employee be acceptable for bonding purposes.

ARTICLE XVI - JOB POSTING

- 16.01 (a) All new jobs in the bargaining unit **or** permanent vacancies in existing jobs in the bargaining unit will be posted for seven **(7)** working days. Any employee with at least one (1) year seniority who wishes to be considered may make an application. When an employee successfully makes such an application, he cannot apply for any other posting of **a** new job or permanent vacancy for a period of one (1) year thereafter. An employee awarded such an opening shall be required to serve **a** trial period of three (3) months.
- (b) In all cases of awarding such new jobs or filling of permanent vacancies in existing jobs, the following factors shall be considered:
- (i) departmental seniority or, where applicable, area seniority, with part time employees being placed, in order of part time seniority, at the bottom of the seniority list;
 - (ii) qualifications, skill, and ability. Where matters in factor (ii) **are** relatively equal in the judgment of the Company, factor (i) shall govern, provided however, that Management shall not exercise its judgment in an arbitrary manner.
- (c) In the event the Company is unable to fill such vacancy through the posting procedure, it shall have the right to assign such position to the employee having the lowest seniority who is qualified to perform such job.

ARTICLE XVII - DUTY MEALS

17.01 To be deleted and meal program to cease effective date cheques are issued December 24, 1999. Payments to be \$700.00 to full-time, \$350.00 to part-time and \$200.00 to part-time with less than one year service, with no payment made to probationary employees. Vending services providers to be reviewed by a committee made up of two (2) managers and two (2) union members and 33% of net revenue to be paid to CAW Local 195 Plant Fund.

ARTICLE XVIII - MAINTENANCE DEPARTMENT

18.01 None of the present employees employed in maintenance department on December 1, 1984 shall be laid off as a direct result of the Company contracting out bargaining unit work regularly performed by such persons.

18.02 An employee who is required by the Company to be on standby shall receive an allowance of one dollar and fifty cents (\$1.50) per hour for each hour of standby duty.

18.03 Maintenance personnel who are required to supply their own tools shall have any worn out or damaged tool replaced by the Company.

18.04 The person who is scheduled as the shift maintenance person shall be entitled to one half (1/2) hour paid lunch break but the fact that he or she is so paid does not count in their hours of work for the purposes of overtime.

18.05 The Company agrees to pay sixty dollars (\$60.00) per year to engineering employees for safety boots upon presentation of receipt.

ARTICLE XIX - DISCIPLINARY NOTATIONS

19.01 For disciplinary notations other than theft, being under the influence of alcohol or drugs, or sexual harassment, such notations will be taken from an employee's file if he or she has a clean record for twelve (12) months. For disciplinary notations

involving theft, being under the influence of alcohol or drugs, or sexual harassment, in the event the employee is not summarily dismissed, such notations will be taken from an employee's file if he or she has a clean record for eighteen (18) months.

19.02 The Company agrees to provide a copy of all disciplinary notices to the Union Chairperson.

19.03 Access to Personnel Files

Employees will be granted access to their personnel files upon the giving of forty-eight (48) hours advance notice, such access to be provided in the presence of a Union representative and a member of the Human Resources Department. The meeting will take place during regular business hours of the Human Resources Department.

ARTICLE XX - CASH HANDLING

20.01 If an employee who handles cash fails to report either a cash shortage or overage he or she shall be terminated. **An** employee with a cash float who uses the whole or any part of the cash for his own purposes shall be terminated. Any employee who has been terminated pursuant to this provision is entitled to file a grievance and have it arbitrated.

ARTICLE XXI - CULINARY TOOLS

21.01 Culinary personnel who **are** required to supply their own knives shall have any worn out or damaged knife replaced by the Company.

ARTICLE XXII - SERVICE DEPARTMENT

- 22.01 (a)** Bellpersons will be guaranteed a minimum gratuity of two dollars (\$2.00) in and out per person.
- (b) The parties agree that in the case of lower rated tours (for example, church groups, student groups, etc.), the Company 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 Company's decision that such **tours** would have been lost if the minimum tour baggage charge was imposed.

22.02 The Company agrees to meet and discuss annually with the Union the gratuity item in Article 22.01 in order to review the amount being imposed or charged by other hotels in Windsor.

22.03 The parties confirm their present practice of allowing the doormen the use of twelve (12) spaces for valet parking consistent with management's ability to utilize the space for promotional and business use, which in no way will be used in a frivolous way so as to restrict the earnings of the doormen. In the event that the establishment of a casino, or other business conditions, call for modifications to the present practice, management and the doormen will meet, with a union representative if requested by either party, for the purpose of discussing the issue with a view to reaching a mutually acceptable resolution up to and including financial remuneration if necessary.

ARTICLE XXIII - ROOM SERVICE

23.01 Where a Room Service waiter is directed to set up a full complimentary bar in a guest's room, he shall be paid a gratuity of eight (\$8.00).

23.02 In the **Room** Service department, a gratuity in the amount of fifteen percent (15%) shall be shown on the guest cheque.

23.03 Complimentary Items:

The Company will pay a gratuity of one dollar (\$1.00) per delivery, to a maximum of two dollars (\$2.00) per tray, for complimentary food and beverage items delivered through Room Service. If a Room Service employee is not available to make the delivery, then whoever makes the delivery will receive the gratuity. In the case of customer generated complimentary items, where the number of rooms into which such items are delivered exceed fifteen (15) for a single customer, a gratuity of one dollar (\$1.00) per item will be paid to whoever delivers the items.

ARTICLE XXIV - GUEST GIFTS

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

- (a) the employee receives a written authorization signed by the guest;
- (b) the item is left in the employee's 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 Company's premises on that date.

24.02 Where a guest leaves a sealed bottle of liquor or wine which is not a complimentary gift supplied to the guest by the Company, a capped bottle of beer or an unopened can of beer in his or her room and does not provide a written authorization to the employee as provided in Article 24.01(a), the employee who finds the article shall take it to the lost and found area of house-keeping department when the employee has completed the room in which the article was found. The article so found shall be released to the employee who found it seven days (7) after the day when the article was delivered to the lost and found area.

24.03 When a room attendant finds empty pop bottles, empty beer bottles or empty beer cans in a room after a guest has checked out of the Hotel, the articles will be accumulated on the floor by the employee. At the end of the shift the employee shall present the articles to security before removing them from the premises.

24.04 The Hotel will be held harmless in the event of an injury to an employee as a result of taking advantage of Article 24.

ARTICLE XXV - GRATUITIES

25.01 Where a guest or customer alleges in an affidavit that an employee has requested that guest or customer to pay him a tip or gratuity, such employee shall be subject to appropriate discipline. Any affidavit signed by the guest or customer is admissible in evidence and shall be used by the arbitrator as a basis for making a finding of fact on the basis of the statements as therein set out, provided a Union National Representative or the Chairperson has been given an opportunity to interview the guest or customer.

25.02 When a person calls to make a reservation for a party of eight (8) or more for lunch or dinner at the Park Terrace Restaurant, it will be suggested to the person making the reservation that a fifteen percent (15%) gratuity be added to the bill. If the person making the reservation objects, no such gratuity will be added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill that the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service, the gratuity will not be added to the cheque.

25.03 The Company agrees to pay a two dollar (\$2.00) gratuity net per car parked, for valet, for Fireworks Night and New Years Eve.

25.04 Where the parties of more than twenty-five (25) are booked through the Sales Office, the gratuity will be on the basis of an 85/15 split. In addition, 5% of the 85% will be distributed between the hostess and bar staff if scheduled. If there is no hostess and bar staff scheduled the 5% will go back to the wait staff. If there are only bartenders or hostess' scheduled they will receive 2.5% and the remaining 2.5% will go back to the wait staff.

25.05 If booked functions are canceled with less than twenty-four (24) hours notice, gratuities will be pro-rated on what the Hotel has been paid by the guest. In the event management returns the deposit to the guest, management will withhold ten (10%) percent of the deposit for payment to the employees affected.

ARTICLE XXVI - GENERAL

26.01 Where an employee is required to attend a training session or a communications meeting, the employee shall be paid at the employee's regular straight time hourly wage rate for all time spent at such meeting.

26.02 The method of payment of wages shall be bi-weekly on Thursdays. Errors in pay in excess of \$20.00 will be corrected by manual cheque in accordance with Article 26.05. Except in circumstances beyond the Company's control, pay cheques will be available by 2:00 p.m.

26.03 An employee will not be required to produce a doctor's certificate for an absence on account of an illness of less than three (3) days unless the employee's record indicates excessive absenteeism or a pattern of absenteeism.

26.04 Walkouts

A wait staff employee is responsible for collecting the amount of the check from the customers in that employee's station. Where the wait staff employee fails to do so, the employee shall be personally responsible for paying the amount of the check involved at cost unless the employee provides a satisfactory explanation in accordance with the Company's present practice. No payment is required to be made until either (a) Step No. 2 of the grievance procedure has been exhausted or (b) ten (10) working days have elapsed since the date of the walk-out, whichever is earlier.

26.05 Manual pay cheques will be issued within two (2) working days if the original pay cheque is incorrect.

26.06 Training Allowance:

The Company agrees to pay a training allowance of one dollar (\$1.00) per hour for all hours spent training other employees. The training allowance will only apply where management has instructed an employee to train another employee.

26.07 Pagers:

If an employee is required to wear a pager during lunch break, it will become a paid lunch.

26.08 Canadian Citizenship:

The Company agrees to allow time off work without loss of pay for up to eight **(8)** hours to an employee to attend Citizenship Court to be sworn in **as** a Canadian citizen. Such time off work shall be paid after verification is received by the Company.

26.09 Payment for Injured Workers:

In the event that an employee is injured in the performance of his or her duties, he or she shall, to the extent that he or she is required to stop work and receive treatment, be paid the regular straight time hourly wage rate lost for the balance remaining of his or her shift. The Company shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Hotel and/or his or her home **as** necessary at no cost to the employee. If the employee is working an overtime shift, he/she shall be paid the overtime hourly wage rate.

26.10 Park Terrace Restaurant:

Stations will be allotted by seniority, however, management reserves the right to allocate their choice of wait staff for VIP functions that are held in the restaurant and the lounge. Seniority will not be a factor in designating work stations where an employee works an overtime shift.

26.11 Housekeeping Policy Regarding Cleaning of Rooms

This policy applies to the making up of rooms:

1. Room attendants are expected to clean sixteen rooms **(16)** per day, except in the following circumstances:

- (a) where a room attendant cleans between seven (7) and eight (8) "double" rooms (ie.) Rooms with two beds, the number of rooms she/he is expected to clean is fifteen rooms;
- (b) where a room attendant cleans between nine (9) and ten (10) "double" rooms, the number of rooms she/he is expected to clean is fourteen rooms.

NOTE: If you are doing three (3) or more floors, you will be reduced by one (1) less room for each floor after three (3).

26.12 The Company shall, during each year of the collective agreement, pay the sum of \$500.00 into a trust fund to be established by the local union, to be used for the benefit of the Hilton Windsor bargaining unit.

26.13 The Company agrees to pay a sixty cents (\$0.60) per hour night shift premium between the hours of 11:00 p.m. and 7:00 a.m.

26.14 Wage increases are effective December 19, 1999.

26.15 Employee Discount Privileges:

The Company shall, for so long as any Hilton and Westmont corporate policy regarding employee discount privileges remains in effect, continue to accept and process employee requests for such privileges so as to facilitate employee access to same.

26.16 Labour Management Meetings:

On request of either party the Company and Union shall meet at least once a month for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

26.17 New Classifications:

When a new classification is created the Company may assign an employee to such job for a period not to exceed thirty (30) calen-

dar days. It shall be the responsibility of the Company to establish a wage rate and classification for such a new job within twenty (20) calendar days of commencement of the new job. The Company agrees to discuss with the committee its rationale for the rate it establishes for the new classification. If the Company and the Union fail to agree on the new rate or a classification for such new position, a policy grievance may be filed by the Union. The arbitrator will have authority to set the new wage rate and grant any retroactive wage increases to the date work commenced in the classification. Vacancies within new classifications shall be posted within thirty (30) calendar days of startup, and experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

26.18 Technological Change:

"Technological change" is defined as a substantial change in technology to the process, equipment or methods of operation that differs significantly from those previously utilized by the Company.

Under such circumstances the Company will provide sixty (60) calendar days notice to the Union of such change.

Any full time employee who is displaced as a direct result of a technological change will be eligible for retraining to equip the employee to operate the new equipment, provided the employee has the ability to learn to operate the new equipment. If such training is reasonably practical, it will be provided for by the Company without cost to the employee. If an employee is displaced as per the above and such training is not reasonably practical, the employee will have the right to displace junior employees pursuant to the layoff provisions of this Collective Agreement.

26.19 Paid Education Leave:

The Company agrees to pay into a special fund \$0.02 per hour per full time employee for all full-time hours worked for the

purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, CAW, and sent by the Company to the following address:

CAW Paid Education Leave Program
CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9.

Members of the bargaining unit selected by the union to attend such courses shall be granted a leave of absence in accordance with the provisions of Article 12.03.

26.20 Hostess Dry Cleaning Allowance:

The Company will provide to all full time hostess staff of the Park Terrace Restaurant a dry cleaning allowance of up to \$30.00 per month, upon provision of a receipt in regards to same. Alternatively, at her option, such employee may deliver items to the Company for cleaning, with the employee paying any cost over and above the allowance of \$30.00 per month.

ARTICLE XXVII - HOURS OF WORK AND OVERTIME

27.01 It is hereby expressly understood and agreed that the provisions of this Article 27 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, not a guarantee of working schedules.

27.02 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 Company shall use its best efforts to arrange schedules so that such employee will have two (2) consecutive days off during each work week.

27.03 It is recognized that the Company will from time to time require employees to perform overtime work. All overtime work will be on a voluntary basis according to seniority.

27.04 Overtime at the rate of one and one half (1/2) times the employee's 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.

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

27.06 In no case shall there be a duplication or pyramiding of overtime or any other premium compensation.

27.07 Minimum Reporting Allowance

- (a) An employee, who properly reports for work as scheduled, shall be entitled to work his shift up to a maximum of eight (8) hours or be paid equivalent pay at his straight time hourly rate unless the Company has notified the employee in advance not to report to work.
- (b) This minimum reporting allowance does not apply when the employee reports for work but there is no work for him to do because of circumstances beyond the control of the Company.
- (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 Company 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 employee's duty to keep the Company informed of his/her correct address and telephone number, and the Company will not be liable for any payment hereunder unless arrangements have been so made.

- (e) For the purpose of clarification, no employee shall receive a reporting allowance which exceeds the hours he has not worked on the shift for which he reported for work. For example, an employee who is scheduled to work a five (5) hour shift and reports for work will receive a minimum reporting allowance for five (5) hours work or equivalent pay. If an employee is scheduled to work an eight (8) hour shift, he would receive the maximum minimum reporting allowance of eight (8) hours of work or equivalent pay.

27.08 Call Back Allowance

An employee who has left the Hotel after the completion of his regular shift and is called back to work shall receive a minimum of four (4) hours' pay at his straight time hourly rate or the rate for the hours actually work, together with any applicable overtime premium, whichever is greater. It is understood that this provision shall not apply in the case of an employee is required to work within a period prior to the commencement of his regular shift, but he shall be appropriately compensated.

- 27.09 (a) The Company will post shift schedules at least seventy-two (72) hours in advance except in circumstances beyond the control of the Company. In the event of a change to the scheduled after posting, the Company will advise the employee of such change.
- (b) Any request by employees for a mutual switch of scheduled shifts must be submitted for approval to the Department Head or Supervisor at least twenty-four (24) hours prior to the requested change. It is understood that such change shall not result in an overtime payment or other premium compensation.

27.10 Employees will be entitled to one (1) fifteen (15) minute rest period for each completed one half (1/2) shift of four (4) hours' duration at a time determined by the Company and consistent with efficient operations. The time for the rest period will be calculated commencing when the employee leaves his work station.

27.11 Departmental seniority applies to entitlement to available days off and shift preference on available shifts subject to the Company being able to maintain a qualified and efficient work force.

27.12 Any employee who works a sixth (6) or seventh (7) day in a row in a seven (7) day period shall be paid time and one half (1/2) his or her regular hourly rate for all hours so worked.

27.13 The Company shall use its best efforts to arrange schedules so that employees will not have to work six (6) days in a seven (7) consecutive day period.

27.14 Wherever possible, shift schedules will be arranged to give employees sixteen (16) hours between shifts. In the event an employee is required to work a shift which commences less than nine (9) hours before the end of his or her last shift, the employee affected shall be entitled to a premium of One Dollar (\$1.00) per hour for the first hour (4) hours worked in such next shift. Providing, however, such premium shall not apply in the event such short time between such shifts is at the employee's request and provided further that there shall be no pyramiding of such premium with overtime or other premium rates under the collective agreement.

27.15 Shift schedules in existence as of January 16, 1991, shall remain in effect for the term of the collective agreement. Representatives of the Company and the Union shall meet at least bi-monthly to discuss matters of mutual interest and shift scheduling in the Hotel. If openings on schedules become available or new shifts become available, employees will be assigned on the basis of Article 27.11.

ARTICLE XXVIII - OCCUPATIONAL CLASSIFICATION AND WAGE RATES

Increase wage rates as follows with a retroactive payment from December 1, 1999 till now of \$40.00 for full-time and \$20.00 for part-time employees.

1st Year	2nd Year	4th Year
3%	3%	4%

SCHEDULE "B" - PAY SCALE

Classification	Dec. 19/99	Dec. 1/00	Dec. 1/01
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BELL SERVICE

Bell Captain	\$8.48	\$8.73	\$9.08
Bell Person	7.52	\$7.75	\$8.06
Door Person	7.52	7.75	8.06
Valet Driver	7.52	7.75	8.06

ENGINEERING

Maintenance 1	15.63	16.10	16.74
Maintenance 2	15.63	16.10	16.74

Desk Clerk	12.25	12.62	13.12
Reservationist	12.25	12.62	13.12
Executive Floor	12.25	12.62	13.12

Classification	Dec. 19/99	Dec. 1/00	Dec. 1/01
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HOUSEKEEPING

Laundry Attendant	10.92	11.25	11.70
House Attendant	10.92	11.25	11.70
Room Attendant	10.92	11.25	11.70
Linen Room Attnd.	10.92	11.25	11.70
Laundry Room Attnd. Lead Hand	11.72	12.07	12.55

KITCHEN

Chef Tourmant	17.30	17.82	18.53
Chef de Partie	15.63	16.10	16.74
Commis I	12.94	13.33	13.86
Commis II	12.56	12.73	13.24
Commis III	11.41	11.75	12.22
Kitchen Helper	10.66	10.98	11.42

Hostess	12.36	12.73	13.24
Bartender	10.58	10.90	11.34
Wait Staff	7.52	7.75	8.06

Hostess	12.36	12.73	13.24
Bartender	9.40	9.68	10.07
Wait Staff	7.52	7.75	8.06

Captain	8.48	8.73	9.08
Wait Staff	7.52	7.75	8.06
Mini Bar Attendant	10.95	11.28	11.73

Utility	10.92	11.25	11.70
Night Cleaner	10.92	11.25	11.70
Dishwasher	10.92	11.25	11.70
Employee Cafeteria	10.92	11.25	11.70
Utility Houseman	10.92	11.25	11.70

NOTES:

Probationary Rate - The parties agree to a probationary starting rate. This starting rate will increase during the term of the Collective Agreement in accordance with the following formula:

Probationary employees will receive a lesser amount than shown in Schedule "B" but the differential will never be greater than one dollar (\$1.00).

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.

The Company will ensure that wage rates for wait staff are no less than thirty-five cents (\$0.35) per hour above the applicable statutory minimum wage rates.

ARTICLE XXIX • VACATIONS

29.01 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 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 twelve (12) years of service or more, our (4) weeks vacation with eight percent (8%) of gross pay.

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

29.03 Vacation shall be granted within ten (10) months following the eligible employee's anniversary date of employment.

29.04 A vacation list will be available for vacation time on January 15th of each year for each and every employee.

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

29.06 The Company agrees to provide vacation pay on separate cheques, with statutory deductions listed and make at the appropriate rate, provided that the employee provides two weeks' written notice of the vacation pay request.

ARTICLE XXX - STATUTORY HOLIDAYS

30.01 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 regularly scheduled work day. Compensation shall be a sum equivalent of his straight time hourly rate for the number of straight time hours of work in his normal day, provided he complies with the qualifications hereinafter set forth. The statutory holidays are:

New Year's Day	Good Friday
Victoria Day	Civic Day (1st Monday in Aug.)
Labour Day	Thanksgiving Day
Remembrance Day (effective 2001)	
Christmas Day	Boxing Day
Canada Day	Employee Birthday
Employment Anniversary Date	

30.02 Where an employee works on a statutory holiday, he shall be paid his wages at his regular rate for each hour he works and he shall also be paid his statutory holiday pay without having to take a lieu day.

30.03 In order to qualify for payment on a statutory holiday as provided for in 30.01, the eligible employee must work his scheduled shift on the day immediately following the holiday, unless the employee submits a legitimate reason for their absence.

30.04 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 holiday pay for that particular day.

30.05 In the event that one or more of the aforementioned statutory holidays occurs during the eligible employee's vacation, he shall be paid for the statutory holiday in addition to his vacation pay.

30.06 In the case of eligible employees who work in beverage service and bar production areas, statutory holidays as herein provided may be exchanged in lieu of enforced closures during normal business hours of the department or area where they are working.

30.07 For the purposes of this Schedule, "active" when applied to an employee means an employee who is not absent from work for any reason during the period immediately prior to or immediately following the statutory holiday other than an employee who is on vacation or on a scheduled day off.

ARTICLE XXXI - BEREAVEMENT LEAVE, HEALTH AND WELFARE, PENSION AND JURY DUTY

31.01 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). An eligible employee shall be entitled to two (2) days off in the event of the death of that employee's grandparent or grandchild. 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 upon the employee's straight time hourly rate exclusive of premiums.

31.02 HEALTH AND WELFARE

The Company will pay the premium cost for full time seniority employees and their eligible dependants for the following benefit coverages, with benefit coverages to be effective the 1st day of the month following the attainment of full-time seniority.

- (1) Life and accidental death and dismemberment - \$15,000.00
- (2) Extended health care benefits as follows:
 - (a) Dental - annual plan maximum - \$1,500.00 per person ODA fee guide - one year in arrears
Endodontic and periodontic coverage at 50%
Recall examinations - every nine months
Dependent children - to age 21 or to age 25 if a full time student
 - (b) Prescription drug plan - \$4.00 co-pay per prescription including product selection (generic)
 - (c) The following listed services at the rate of 80% of eligible expense, with maximums to apply where applicable:
 - nursing services (performed by registered graduate nurse)
 - professional ambulance services
 - X-ray, radium, and radioactive isotopes treatment
 - oxygen and its administration
 - blood and blood transfusions
 - splints, trusses, braces, crutches if not covered by OHIP

- orthopedic shoes - maximum \$400.00 per year
 - surgical stockings - up to two pairs per year
 - hearing aids - to a maximum of \$400.00 in any four consecutive years
 - chiropractor, osteopath, naturopath, podiatrist, speech therapist, psychologist - maximum payment \$250.00 per twelve consecutive month period, after completion of OHIP coverage
- (d) Vision care - \$125.00 during any period of twenty-four (24) consecutive months
- (e) Semi-private hospitalization - coverage to a maximum of \$135.00 per day
- (3) Weekly indemnity benefits - 60% of weekly wages based on a forty hour week, not to exceed \$300.00 maximum per week, for up to 13 weeks subsequent to UIC maximum benefit period - (plan to also provide coverage in first two weeks with no waiting period in the event of accident or hospitalization and with coverage after the fifth day of illness)
- (4) The Company shall have the right to change insurance carriers, provided equivalent or better coverage is maintained. If the carrier is changed then the Company shall provide to the union a copy of the new policy.
- (5) Whenever a full time seniority employee is absent from work on account of an illness or injury for which the employee is in receipt of compensation under either the Workers' Compensation Act of Ontario or the Weekly Indemnity Plan including Unemployment Insurance Benefits as therein provided, the Company will continue to pay the premiums for the benefits provided in this Article for such eligible employees for the first six (6) months of such absence.
- (6) Where full time seniority employees have their hours reduced below twenty-four (24) in a week through no fault of their own, the Company will continue to pay the premiums for the benefits provided for in this Article for such employees for a maximum of three (3) months.

- (7) It is understood that in the event of any dispute as to the benefit coverage provided, the terms of the policy shall govern. No changes to the said policy shall reduce the coverages provided for herein.

Revised terms for benefit coverages shall become effective December 1, 1999. Any increase in benefits apply to employees on layoff, leave of absence or on sickness or accident only upon their return to work.

31.03 PENSION

The Company's pension contribution shall be increased to twenty-five cents (\$0.25) per hour worked by each full time seniority employee effective December 1st, 1999 and increased to thirty cents (\$0.30) per hour worked by each full time seniority employee effective December 1st, 2000 and further increased to thirty-five cents (\$0.35) per hour worked by each full time seniority employee effective December 1st, 2001.

31.04 JURY DUTY

If a full time seniority employee is called for jury duty, the Company agrees to make up the difference between the amount of compensation received for jury duty and what the employee would have earned had he reported for work and worked his scheduled shift for the day involved, exclusive of any overtime compensation. The eligible employee will furnish proof of jury service and payment of the amount received therefore.

31.05 Part-time employees to get \$10,000 life insurance in Year 2 and part-time employees who average over 16 hours and less than twenty-four (24) in thirteen (13) of twenty (20) weeks will have the option of being eligible to have drug plan coverage in Year 3 by paying 50% of the cost of the plan.

ARTICLE XXXII - BANQUET DEPARTMENT

WAGE RATES:

	Dec. 1/99	Dec. 1/00	Dec. 1/01
Captain FT	\$8.48	\$8.73	\$9.08
Wait Staff FT	7.52	7.75	8.06
Wait Staff PT (casual)	7.52	7.75	8/06

- (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 an employee who regularly works not more than twenty-four (24) hours per week.
 - (c) A casual banquet employee is a part-time employee who works intermittently for the Company and who is designated as such by the Company.
- 32.02** (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 Company and the Union with the exception that Article **11.03** to and including Article **11.07** and **11.09** shall only apply to the extent as their seniority applies to 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, to the Grievance Procedure set out in Article **10** and to the benefits in Article **11.09**.
 - (c) Casual banquet employees shall be deemed to have been hired for each function worked and terminated at the end thereof of such that persons shall only be entitled to the benefits and wages as shown in this Schedule for them.

32.03 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 and not Schedule "A".

32.04 Gratuities

Of the total amount of the gratuity paid by the guest for a banquet function, 80% of that amount shall be paid into the employee tronc and shared on the basis of the present system.

Cheques showing the total amount of the gratuity paid by the guest shall be made available to the Banquet Steward.

32.05 Meal Breaks

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

32.06 Vacation Pay

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

32.07 Management Rights

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

32.08 Payment of Dues

Union dues shall be deducted from part-time banquet employees in accordance with Article V. Union dues for casual banquet employees shall be deducted and remitted to the Union in a manner similar to that as provided in Article 5.02 if he/she works two (2) functions or more in a pay period.

32.09 Uniforms

The Company shall supply to each full time and part-time waiter/waitress in the banquet department a uniform in accordance with its normal practice used in supplying uniforms to staff.

ARTICLE XXXIII - LETTERS OF UNDERSTANDING

33.01 The parties expressly agree that the 12 letters of understanding following the collective agreement shall form part of this agreement.

ARTICLE XXXIV - DURATION

34.01 Except as otherwise specifically provided in this Collective Agreement, all amendments to the Agreement are effective as of the date of this Agreement. This Agreement shall remain in full force and effect and shall not be re-openable, save and except as otherwise herein expressly provided until the 30th day of November, 2002 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 34.02 hereof of its desire to negotiate amendments to this Agreement.

34.02 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 30th day of November, 2002, 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.

LETTER OF UNDERSTANDING #1

RE: CASH HANDLING PROCEDURES

This letter of understanding will confirm the parties' discussions during negotiations concerning employee responsibility for cash deposits and the Employer's agreement to institute cash handling procedures to ensure that only the employee having responsibility for a cash deposit will have access to such employee's float during the course of the employee's shift.

If, contrary to such policy, another person gains access to the employee's float during the course of his or her shift through no fault of the employee, the employee shall not be held accountable for shortages in his or her deposit.

Provided, however, this letter shall not be construed as limiting, in any way, the Company's right to investigate deposit discrepancies and to take appropriate action in response to any such investigation.

LETTER OF UNDERSTANDING #2

RE: GRIEVANCE COMMISSIONER

As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post third step grievance to a Grievance Commissioner in the following procedure:

- a) The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance Commissioner (where more than one, acting in rotation) who will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred hereunder for final and binding resolution. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 10.

- b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out hereto.
- c) The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
 - i) be consistent with the provisions of this Agreement
 - ii) be confined to the grievance referred to him.
- d) The Union and the Company shall each be responsible for one half the expenses of any fees payable to the Grievance Commissioner.
- e) The parties, when referring a grievance to a Grievance Commissioner shall also provide him with the summary of the decisions at Step 2 & 3.
- f) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.
- g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.
- h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

- i) The Grievance Commissioner must render a decision in writing without reasons to both the decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of the decision.
- j) The Grievance Commissioners, who will sit on a rotation basis shall be determined mutually by the parties.

LETTER OF UNDERSTANDING #3

This will confirm the parties' agreement that where an employee covered by this Agreement is presently receiving a wage rate in excess of that provided for by this Agreement for his or her classification, such employee's wage rate shall not be reduced through the signing of this Agreement while such employee continues to be employed in such classification.

LETTER OF UNDERSTANDING #4

In the view of the concerns raised by the union during bargaining that the present duties and responsibilities of the current laundry supervisor, Diane Kus, do not warrant her exclusion from the bargaining unit pursuant to Article 3.01 of the collective agreement, the parties agree that Diane Kus will hereafter be recognized as a bargaining unit member and placed on the full time seniority list in accordance with her date of full time service, being June 4, 1984, and with her current rate of pay of \$11.54 to be red-circled. Diane Kus will continue to carry out the duties and responsibilities of a leader for so long as the Company deems necessary and the parties agree that her current wage rate of \$11.54 is inclusive of a leader's premium in the amount of \$0.80 per hour.

LETTER OF UNDERSTANDING #5

The Employer and the Union recognize the problem of sexual and racial harassment in the workplace and are committed to ending it. Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. It is an expression of perceived power and superiority by harasser(s) over another

person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions. Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment. Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual material like graffiti or degrading pictures, physical contact of any kind, or sexual demands. Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive material, jokes or unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem. Because of the sensitive, personal nature of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to seek other assistance. This could be any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local Union leadership. The local Union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior Employer representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved within ten (10) working days of notifying the unit chairperson and local Union president. Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated.

The Company recognizes that the Union, whether at the Local or National level, has a role to play in the representation of bargaining unit employees and effective resolution of harassment complaints once such a complaint has been brought to the attention of the Company.

The CAW and Hilton Windsor will endeavour to resolve all harassment complaints at the Local 195 level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the CAW National and/or Hilton Windsor senior management.

Furthermore, the parties agree that a procedure that details a step-by-step process for filing and appealing a harassment complaint will be developed between the parties no later than six (6) months after the signing of the agreement, which procedure shall be consistent with the Company's corporate policy regarding harassment and which will recognize the Company's exclusive right to institute disciplinary action where deemed appropriate.

LETTER OF UNDERSTANDING #6

The Union agrees to meet with the Company to discuss the development of modified work programs.

LETTER OF UNDERSTANDING #7

During negotiations, the Union and the Company representatives discussed substance abuse as it affects employees. In addition to the serious consequences posed for the individual, both parties recognize that substance abuse contributes to absenteeism and other disruptions of the work force, and that it can adversely affect safety, job performance and employee morale.

The Company and the Union recognize the importance of a continuous co-operative effort between its Management and the CAW officials and members in this regard, and it will be

appropriate for the CAW and the Company to review and discuss these problems from time to time, with a view to providing (non-financial) assistance to addicted employees, consistent with these employees' attitudes toward their problem.

Such assistance includes, but is not necessarily limited to, identification of the problem(s) at the earliest stage(s), and motivation of the individual to seek appropriate treatment.

Employees undergoing a prescribed rehabilitation process will be eligible for group insurance benefits as provided for in this Agreement.

The Corporation will strive to co-operate with the CAW in supporting and emphasizing the objectives of an employee assistance program.

LETTER OF UNDERSTANDING #8

This will confirm the parties' discussions during negotiations concerning the use of casual staff in the food and beverage service areas. The Company agrees that it will make every effort to maximize the hours of staff in any given food and beverage classification, to a maximum of 40 hours for full time staff, and 24 hours for part time staff, prior to scheduling employees from outside the classification. In the event it becomes necessary to temporarily transfer an employee into a food and beverage area classification, the Company will look first to available full time or part time staff either in the banquet department or other food and beverage areas prior to assigning such work to a casual employee.

LETTER OF UNDERSTANDING #9

This will confirm the parties' discussions during negotiations concerning opportunities for the Park Terrace wait staff to work banquet functions held in the area currently referred to as the Park Terrace Lounge.

A reminder notice will be posted by the Company by December 15 and June 15 in each year and Park Terrace wait staff wishing to work such banquet functions in the Lounge will advise the Company in writing of their availability for such work by January 1st and July 1st in each year.

A list of such employees will be provided to the Committee. In staffing banquet functions in the Park Terrace Lounge, the Company will first offer such opportunities to those wait staff appearing on such list in preference to seniority, provided that such persons are not already scheduled to work in the Park Terrace Restaurant during the hours of such banquet functions.

Once an employee has agreed to work a banquet function he or she may not decline the assignment in favour of work which may become available in the Park Terrace Restaurant. The Company will not be obliged to offer such work to any employee who refuses two banquet functions in any month.

This letter in no way abrogates the right of the Company to allocate its choice of wait staff for V.I.P. functions in accordance with Article 26.10 of the Collective Agreement.

LETTER OF UNDERSTANDING #10

RE: HOUSEKEEPING DEPARTMENT HOURS OF WORK

In the course of negotiations, the 10 most senior full time room attendants in the housekeeping department as at December 1, 1999, expressed concern over the Hotel changing their days off. Currently, some of the employees have their days off on Saturday and Sunday while the remainder have Sunday and Monday as their days off. The employees involved recognize that the level of the Hotel's business may require that a revised work schedule may have to be implemented, but they wanted to have the option of either working the new schedule or working a reduced work week and retaining Saturday and Sunday or Sunday and Monday, whichever is applicable, as time off from work in addition to the days off shown in any new schedule.

To resolve this issue, the Hotel and the Union agreed that if it became necessary to change the work schedule and thereby change the scheduled days off for the 10 most senior full time room attendants in the housekeeping department whose current days off are either Saturday and Sunday or Sunday and Monday, whichever is applicable, the Hotel will advise any affected employee in advance of implementing the schedule. Any affected employee will advise the department head in writing not less than 48 hours after he or she has been so advised of the new schedule or be scheduled off work on his or her existing days off, being either Saturday and Sunday or Sunday and Monday, whichever is applicable.

If the affected employee advises the department head that he or she prefers to be off work on his or her existing days off on either Saturday and Sunday or Sunday and Monday, whichever is applicable, then he or she will not be scheduled to work on those days ~~as~~ well as the days shown in the new schedule, and he or she will only be scheduled to work the balance of the scheduled days of work as shown on the new schedule.

If the affected employee does not advise the department head of his or her choice within the time period herein indicated, he or she will be deemed to have agreed to work the new schedule on the work days indicated therein.

Once the employee chooses or is deemed to have agreed to the new schedule ~~as~~ herein provided, that choice shall remain in effect during the period of the new schedule and cannot be changed except by mutual agreement.

The Hotel further agrees that the balance of the full time room attendants will be entitled to request weekends off from ~~time~~ to time without such time off being held against such employee.

With respect to scheduling of part time room attendants, the Hotel agrees that the six most senior part time room attendants will be offered 24 hours work in each week prior to available shifts being offered to other part time employees.

All part time employees will have the opportunity of requesting weekends off from time to time with available time off being granted in accordance with seniority, without such time off being held against such employee.

All of the foregoing is subject to the Hotel being able to have available qualified employees to perform in the housekeeping department the work on Saturday, Sunday or Monday. If the hotel would not be able to do so by granting any of those days as time off work from any new schedule as herein provided, the Hotel shall notify the Union and shall make every reasonable effort to attempt to accommodate the employees request within a reasonable period of time.

LETTER OF UNDERSTANDING #11

RE: HUMAN RIGHTS TRAINING

The Company agrees that it will provide, on a one time basis, up to two (2) hours without loss of pay for the union bargaining committee to attend Human Rights Training to be provided by the union. The Company will make available a suitable meeting room for the use of such training upon reasonable notice from the union. Supervisory and management employees of the Hilton Windsor shall likewise be entitled to attend such training program.

LETTER OF UNDERSTANDING #12

During negotiations the parties discussed the need for a union office and the current difficulty of the company in providing same. The Company agrees to use its best efforts to provide a suitable office, to be equipped with available furnishings to include a desk, chair, tiling cabinet and telephone line for local calls. The Company also agrees that the Chairperson shall have reasonable access to a photocopier and fax machine for union business.

The Company further agrees that, in addition to the time required for the Chairperson for the handling of grievances in accordance with Article 9.07, the Chairperson will be entitled to up to eight (8) hours per week paid time off to conduct normal union business in or out of the Hotel.

If it is a gratuity employee \$15.00 per hour.

LETTER OF UNDERSTANDING #13

RE: REPRESENTATION FUND

The Company will pay monthly into a special fund one cent (\$0.01) per hour per employee for all compensated hours to the Local Union for the purpose of representation in areas of W.S.I.B., E.I., C.P.P., disability and health and welfare benefits.

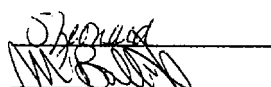
In addition, this fund will be used to maintain the Local's fitness centre for its members and their families and for a social justice fund.

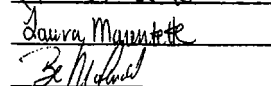
DATED IN WINDSOR, ONTARIO THIS 13 DAY

OF January 2000.

FOR THE COMPANY

FOR **THE** UNION

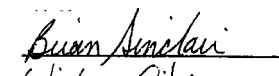




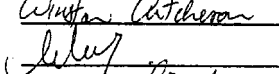
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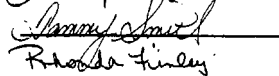
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BEM CONSULTING INC.



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Rhonda Finley

Julie Filip

