

MEMORANDUM OF AGREEMENT

BETWEEN:

THE WESTIN PRINCE HOTEL

("Employer")

- and -

UNITE-HERE, LOCAL 75

("Union")

The undersigned representatives of the parties hereby unanimously agree to recommend to their respective principals for ratification, the terms and conditions of a renewal collective agreement as set out below:

1. The parties agree to meet within four weeks of ratification to attempt to resolve all other outstanding grievances.
2. The renewal collective agreement shall be effective date of receipt of written notice of ratification. There shall be no retroactivity to any of the terms of the collective agreement, except as set out in this Memorandum of Agreement.
3. The term of the renewal collective agreement shall expire on January 31, 2010.
4. The terms and conditions of the renewal collective agreement shall be as set out below. The expired Collective Agreement dated February 1, 2002 - January 31, 2006, amended as follows.

- a. Amend Wage Schedule as follows:

Stores/Receiving

- a. Amend Article 4.05 (Relationship - Labour Management Committee) as follows:

"The parties further agree that a regular item for discussion shall be the Employer's uniforms/ linen services/first aid and defibrillator purchasing practices. This discussion shall be of an advisory nature."

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b. Add new Article 4.06

“The Employer will allow employees to wear a discreet lapel pin identifying themselves as Members of UNITE HERE, Local 75.”

c. Amend Article 6 – Union Office

6.05: Seniority lists are to be provided to the Union every three (3) months, upon request.

d. Amend Article 10 (Shop Stewards), by providing the Union with one additional Shop Steward.

e. Amend Article 20.07 (Seniority: Job Postings) as follows:

Job Postings

(i) Should a position become available and a replacement is required, the Company will post for seven (7) calendar days on the bulletin board, within the department in which the vacancy arise and outside the Human Resources office and in the cafeteria, the availability of the position.

A vacancy occurs when:

(a) a new position is created

(b) an employee is permanently transferred, promoted or demoted

(c) an employee resigns or is terminated by the Employer and is not reinstated through the grievance procedure.

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

In so doing, the employer shall consider an employee's prior training.

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

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

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

(iv) The successful applicant will be placed in the vacancy for a trial period not exceeding fifteen (15) working days worked and if the employee proves satisfactory, then he/she will be considered permanently assigned to the vacancy. During the trial period, the employer or the employee may decide that the transfer is not successful in which case the employee will have the right to return to the previous position. Should a new employee be hired, then the termination provision of Article 20.19 will apply.

(iv) Employees who successfully transfer from one department to another, re: job postings shall be ineligible for any other transfer for a period of six (6) months.

f. Add a new Letter of Understanding, as follows:

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

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

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

g. Add a new Article 22.08 (Pregnancy and Parental Leave):

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

h. Amend Article 26.04 (Shoe Allowance) as follows:

The Hotel will provide a Shoe Allowance for employees in the Maintenance, classification. Upon receipt of proof of purchase, these employees will be reimbursed \$65 a year.

The Hotel will provide a Shoe Allowance for employees in the Kitchen, Stewarding and Katsura Kitchen. Upon receipt of proof of purchase, these employees will be reimbursed \$60 every two (2) years.

i. Amend Article 27.04 (Vacations), as follows:

Effective January 1, 2007, all full time regular employees who have completed twenty-four (24) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.

Effective January 1, 2008, change, "who have completed twenty-four (24) years", to "have completed twenty-three (23) years or more of continuous service ..."

Effective January 1, 2009, change, "who have completed twenty-three (23) years", to "have completed twenty-two (22) years or more of continuous service..."

Effective January 1, 2010, change, "who have completed twenty-two (22) years", to "have completed twenty-one (21) years or more of continuous service..."

j. Amend Article 28.01 (Paid Holiday Privileges), as follows:

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

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	December 26	

28.01 (b): In addition, all full-time regular employees who are on the seniority list within the scope of the contract and who have completed fifty (50) days worked prior to the holidays concerned, pay for the days listed:

Civic Day	Easter Monday
Employee's Birthday	Anniversary Date

1 Floating Personal Day (effective January 1, 2007)

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

k. Add a new Article 29.07 (Health and Safety Committee):

The Union will select five (5) committee members and the Company will select five (5) committee members. The Joint Health and Safety Committee will promote and encourage all employees to actively participate in health and safety matters.

l. Amend Article 30 (Health and Welfare) to reflect the effective date of benefit increases from "the start of the first pay period closest to..."

Increase the company's contribution rates by the following schedule:

Date of Ratification	\$0.10
February 1, 2007	\$0.03
August 1, 2007	\$0.03
February 1, 2008	\$0.03
August 1, 2008	\$0.03
February 1, 2009	\$0.03
August 1, 2009	\$0.03

- m. Amend Article 32 (Pension Plan) to reflect the effective date of contributions to the pension plan, on "the start of the first pay period closest to"

Increase the company's contribution rates by the following schedule:

February 1, 2007	\$0.05
February 1, 2008	\$0.05
February 1, 2009	\$0.05

- n. Add to the wage grid a (*) as follows:

Maintenance employees working the midnight shift will receive a \$1/hour premium.

- o. Amend Article 35.01 (Service Department) as follows:

Effective February 1, 2007, amend Article 34.01 to \$2.60 per bag in and out.

Effective February 1, 2008, amend Article 34.01 to \$2.70 per bag in and out.

Effective February 1, 2009, amend Article 34.01 to \$3.00 per bag in and out.

- p. Add Article 35.04:

Any Group contract that includes baggage handling shall be charged according to the rate set out in Article 35.01. Notwithstanding Article 35.01, the Parties agree that this will not affect those Group contracts signed prior to the ratification and signing of this Agreement.

- q. Amend Article 41 to provide for agreement expiring January 31, 2010.

- r. Notice to the Company - Intent to enforce the Collective Agreement

The Union advises the Company that it intends to enforce all contract language regarding seniority, scheduling and overtime [including the choice given to senior employees to work on holidays].

The Union further advises the Company that it intends to enforce all contract language regarding the transition from part-time to full-time status.

- s. Amend the "Classification, Department and Wage Rates" in Schedule A, as follows:

"Any employee who is receiving a higher rate of pay than the minimum shall receive the classification wage increase."

The following cumulative across-the-board wage increases will be applied to the rates in Schedule A:

February 1, 2006 (retroactive)	1.5%
August 1, 2006 (retroactive)	1.5%
February 1, 2007 (retroactive)	1.5%
August 1, 2007 (retroactive)	1.5%
February 1, 2008	1.5%
August 1, 2008	1.5%
February 1, 2009	1.5%
August 1, 2009	2.0%

Katsura Kitchen Classification Rates:

The parties agree to establish the following base rates for the Sushi Bar and Main Kitchen Ranges, prior to across the board wage increases:

SUSHI BAR	RATE
Station Chef	\$19.44
1 st Asst Cook	\$17.71
2 nd Asst Cook	\$14.75
3 rd Asst cook	\$12.50
4 th Asst Cook	\$11.10
MAIN KITCHEN	RATE
Station Chef	\$16.47
1 st Asst Cook	\$14.75
2 nd Asst Cook	\$12.50
3 rd Asst Cook	\$11.10
4 th Asst Cook	\$10.00

Service Express Department:

Add as a new classification:

Night Attendant at a rate of \$10.18.

For clarity, if a Night Attendant classification is posted as a permanent position, the rate for the position will be \$10.18 which includes a \$1/hour premium. The parties agree that the current employee (including the employee performing this work on a temporary basis), receiving the higher rate for this work, will be grandfathered.

- t. The Company confirms that there will be no "buying rooms" and/or paying overtime to Room Attendants who clean additional rooms within their scheduled hours of work.

- u. The current practice of distributing Katsura gratuities to management employees will continue for so long as the current management staff is employed at Katsura.
- v. Add a new Letter of Understanding:

Fair Labour Standards. Products and Materials

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

- w. Add a new Article:

Construction Work

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

- x. Add a new Letter of Understanding:

Equal Opportunity Employment and Diversity

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

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

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

- y. Add a new Article: ARTICLE 37

Housekeeping Department

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

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

1. The parties agree that room attendants are expected to take breaks and meal periods.
2. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he shall advise her/his supervisor as soon as she/he is aware but preferably no later than 2pm. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2
3. The parties agree to continue the practice that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
4. Room Attendants who are assigned to clean on 3 floors or more will have their room assignments reduced by one (1) credit on that particular day.
5. Room Attendants who are assigned to clean the Penthouse, Imperial Room, Room 240, 317, 371, 375, 377, 417, 439, 475, 2202, 2204, 2205, 2208 and 2209, (as they are currently configured) will be assigned two (2) room credits per large rooms cleaned on that particular day.
6. Cots & Cribs: The sum of \$1.50 (\$2.00 January 1, 2008) for the combination of set up/take down of a cot by the Houseperson, and \$1.50 (\$2.00 January 1, 2008) for the Room Attendant and/or Houseperson, for the make-up of a cot will be effective date of receipt of written notice of ratification.

- z. Add a new Letter of Understanding:

Workplace Dignity

The Union and the Employer recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the Employer's, establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of

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

aa. Add a new Letter of Understanding:

Partnership on Training and Job Opportunities

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

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

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

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

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

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

1. The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.
3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.

5. A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.

6. Any other program as agreed upon by both parties.

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

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

bb. Add a new Letter of Understanding

Brand Standards

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

cc. Add a separate letter outside of the collective agreement:

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

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

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

Payments to this Allowance shall be made as follows:

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

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

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

dd.Add a new Letter of Understanding, as follows:

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

ee. The following Letters of Understanding are renewed:

Letter of Understanding #1: agreement to delete and move to an article in agreement.

Letter of Understanding #2: Scheduling of Bellpersons

Letter of Understanding #3: Scheduling of Doorpersons

Letter of Understanding #4: Scheduling Seniority in the Pateo

Letter of Understanding #5: Collection of Grats

Letter of Understanding #6: Service Express (Room Service)

Letter of Understanding #7: Service Express (Room Service)

Letter of Understanding #8: Subcontracting/Leasing/Contracting In and Out

Letter of Understanding #9: Service Express (Room Service)

Letter of Understanding #10: Service Express (Room Service)

Letter of Understanding #11: Katsura Restaurant

Letter of Understanding #12: Paid Holiday Scheduling

Letter of Understanding #13: Scheduling

Letter of Understanding #14: agreement to delete. New article in collective agreement on housekeeping. The company agrees the past practice will continue in the assignment of rooms.

Letter of Understanding #15: Permanent/Temporary Closure

dd.Amend Article 40 – **Retirement**

40.01 For employees employed on the date of written receipt of ratification of the collective agreement, employees may retire from employment at the conclusion of the month during which they turn 65. Any employee who does not retire at the conclusion of the month during which they turn 65, shall forfeit this entitlement. All such employees who reach the age of 65 will receive severance pay in the amount of one (1) week's pay per year worked to maximum of twenty-six (26) weeks providing they have worked for five (5) or more years.

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

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

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

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

For those employees hired after the date of written receipt of ratification of the collective agreement, whose age and service equal 75 and who choose to retire after the age of 64 and before age 65 shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.

For clarity, Article 40.02 applies to full time employees and regular part-time banquet employees only.

40.03 Employees employed on the date of receipt of written notice of ratification of the collective agreement may select early retirement in accordance with Article 40.02 above, while forfeiting the severance entitlement in Article 40.01 above.

- ee. The Employer advises the Union that employees shall not be charged for meals, however, the meal will be treated as a \$3 taxable benefit.
- ff. The Employer advises the Union that it intends to enforce all contract language regarding punching in and signing in under Article 25.01.
- gg. The Employer advises the Union that regarding Front Office/Service Express, IT Systems employees will perform technical tasks/repairs on the phones and the internet.

hh. Add as a new Letter of Understanding

Guest Room Special Set-up

Any special setup in a guest room that is on a BEO will be set up by a Banquet Houseperson. The Banquet Houseperson will not share in the Room Service gratuity pool.

ii. Add as a new Letter of Understanding

The Employer agrees to deduct one cent (\$0.01) per hour from the date of ratification per hour worked per employee into the UNITE HERE Local 75 Compassion Fund.

DATED at Toronto this 4th day of October, 2007.

For the Employer

For the Union