



COLLECTIVE AGREEMENT BETWEEN

**HILTON SAINT JOHN**

– AND –

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA**

(CAW - CANADA), LOCAL 2002

EXPIRY: DECEMBER 31, 2013

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedure for settling grievances which may arise hereunder, so as to maintain harmonious relations between the Employer and employees covered by this Agreement and to encourage efficiency in operations.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees of Hilton Saint John employed at the Saint John Hilton Hotel/Saint John Trade & Convention Centre, One Market Square, Saint John, N.B., save and except General Manager, Managers, Assistant Managers, Auditors, Department Heads, Executive Chef, Sous Chef, Chef de Partie, Executive Housekeeper, Accounting Department employees, office employees, security personnel (exclusive of the security maintenance role), supervisors, those above the rank of supervisor, and those excluded by the *Industrial Relations Act*.

## **ARTICLE 3 - INTERPRETATION**

- 3.01 In this Agreement

“Casual Employee” means an employee employed in the bargaining unit described in Article 2.01 on a day-to-day basis as required.

“Employer” means Hilton Saint John

“Full-time employee” means an employee employed in the bargaining unit described in Article 2.01 on a regular and recurring basis and who regularly works more than thirty (30) hours per week.

In determining full-time status, the Employer will consider the average regular hours worked per week during the periods from January 1<sup>st</sup> to June 30<sup>th</sup> and July 1<sup>st</sup> to December 31<sup>st</sup>, unless the position is posted as a full-time position from the outset.

“Part-time employee” means an employee employed in the bargaining unit described in Article 2.01 on a regular and recurring basis and who regularly works less than thirty (30) hours per week and who is not classified as a casual employee.

“Qualifications” means the efficiency, skill, experience, education and ability which must be fulfilled, prior to an employee being assigned to a position, including the prerequisite appearance, aptitude and temperament where required.

“Union” means National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) Local 2002

3.02 In this Agreement, words importing male persons include female persons and vice versa.

#### **ARTICLE 4 - SCOPE**

4.01 The provisions of this Agreement shall apply to all full-time and part-time employees employed in classifications listed in Appendix “A” to this Agreement.

4.02 The provisions of this Agreement shall not apply to casual employees except as specified in Appendix “B”.

4.03 This Agreement applies to and is binding upon the Employer, the Union and the employees in the bargaining unit described in Article 2.01.

#### **ARTICLE 5 - PROBATIONARY PERIOD**

5.01 New employees shall be on probation for the first 520 hours worked. It is recognized that a period of probation is a period during which the Employer has the right to assess an employee to determine whether such employee is in the sole opinion of the Employer acceptable for employment. It is, therefore, recognized that probationary employees may be released at the sole discretion of the Company during the probationary period without recourse to the grievance and arbitration procedure. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

5.02 The probationary period may be extended beyond the original term. A performance appraisal and written notice of the extension will be given prior to the extension period. Such extension shall not exceed 80 hours worked without mutual agreement.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively within the rights of the Employer and its management. Without limiting the generality of the foregoing,

the Employer's rights shall include:

- a) Maintenance of order, discipline and efficiency;
  - b) Hiring, discharging, laying off, recalling from layoff, suspending, classifying, directing, transferring, promoting, demoting, or otherwise disciplining employees, for just cause subject to the grievance procedure;
  - c) Generally managing the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, to direct the working forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extensions, limitations, curtailment or cessation of operations, to contract out, contract in, and/or lease out work and/or operations, and all other rights and responsibilities of management not specifically modified by this Agreement.
  - d) These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.
- 6.02 It is agreed that the Employer may, at its discretion, issue and enforce from time to time reasonable rules and regulations, not inconsistent with the terms of this Agreement, which shall be binding upon the employees in order to ensure the continuing successful and efficient operation of its business. Breaches of such rules by employees shall be cause for disciplinary action, up to and including discharge. Any such rule enacted by the Employer shall be set down in writing and posted on the bulletin board herein provided for, a copy will be given to each Union Steward and copies of same shall be made available to any employee on request. Where the Employer has posted a rule as herein provided, it shall be deemed for the purposes of this Agreement and for the purposes of discipline and discharge, that the employee has received actual notice of the rule and is bound thereby.

## **ARTICLE 7 - NO STRIKES OR LOCK-OUTS**

- 7.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interference's with the Employer's business and to this end the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down her work or picketing, or otherwise interfering with the Employer's business.
- 7.02 The Employer agrees that there shall be no lockout of employees during the life of this Agreement.

7.03 The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness and absenteeism.

## **ARTICLE 8 - NO DISCRIMINATION**

8.01 The parties agree that there shall be no discrimination or harassment against any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, ancestry, disability, union membership or non-membership, nor for any other reason which is prohibited by the *Canadian Human Rights Act*. The company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment

## **ARTICLE 9 - UNION SECURITY**

9.01 The Employer shall deduct each month from the salary due every employee an amount equal to the established monthly dues of the Union. Such monthly dues may be deducted proportionately on a bi-weekly basis.

9.02 The sums deducted pursuant to this Article shall be remitted to the treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of the treasurer and of the amount of monthly dues from time to time as changes occur. The Employer shall, within sixty (60) days of the signing of this Agreement, provide the Union with the list of those employees from whom deductions from their salary has been made. The monthly payment of deductions made shall be accompanied either by a full list of employees affected or a list giving additions and deletions.

9.03 The Employer shall print the amount of Union dues paid in the previous year on each employee's Income Tax (T-4) slip.

9.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 9, dealing with Union security and dues check-off. The Employer will agree to introduce Employees to a shop steward in their work area. This will be done as soon as possible.

9.05 The Employer shall forward to the Union office a list of all newly hired employees and their mailing address within thirty (30) days of the employee's hiring.

## **ARTICLE 10 - UNION REPRESENTATION**

10.01 The Union's Bargaining Committee shall be appointed by the Union and consist of not more than three (3) members. The District Chairperson will form part of the Bargaining Committee. The three (3) member Committee will not include representative from the Local or National Union.

- 10.02 Employees designated pursuant to Article 10.01 shall have the right to attend all bargaining meetings with the Employer held within working hours without loss of pay or benefits.
- 10.03 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.
- 10.04 The Union shall have the right, at any time, to have the assistance of the Local or National Union representatives, when dealing or negotiating with the Employer.
- 10.05 The Union may appoint or elect employees with seniority to be shop stewards, to represent employees in the bargaining unit. No more than six (6) shop stewards may be appointed.
- 10.06 The Union will inform the Employer in writing of the identity of shop stewards and the Employer shall not be obliged to recognize such personnel until it has been so informed.
- 10.07 No steward, Union committee member or Union official employed by the Employer may leave his regular duties without the permission of his Supervisor in order to attend to Union business.
- 10.08 Duly authorized representatives of the Union will notify the Human Resources Director or designee in advance of her presence on the premises.

#### **ARTICLE 11 - EMPLOYER/UNION CONSULTATION COMMITTEE**

- 11.01 A Committee shall be established consisting of at least four (4) representatives of the Union, excluding representatives from the Local and National Union, and equal representation of the Employer.
- 11.02 The Committee shall concern itself with the following general matters:
- (a) The development of better relations between the Employer, the Union and the employees.
  - (b) Improving and extending services to guests.
  - (c) Promoting safety and sanitary practices.
  - (d) Reviewing suggestions from employees, questions of working conditions and services.
  - (e) Correcting conditions causing grievances and misunderstandings.

- 11.03 The Committee shall meet quarterly or more frequently if requested by either party. An Employer and a Union representative shall be designated as joint chairs and shall alternate in presiding over meetings. Disciplinary actions will not be discussed and meetings will not interfere with the operations of the hotel.
- 11.04 The committee shall make recommendations to the union and the employer with respect to its discussion and conclusion.
- 11.05 Members shall receive their regular wages while attending these meetings

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12.01 For the purposes of this Agreement, “grievance” shall be defined as any dispute arising out of interpretation, application, administration, or alleged violation of the Agreement. It is understood that an employee has no grievance until he or she has discussed the matter and given his or her immediate Supervisor an opportunity of adjusting the complaint.
- 12.02 Both parties recognize the benefit of dealing with such disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:

### **Step I**

An employee who believes the Collective Agreement has been violated must first approach his/her supervisor within seven (7) days of the known application or alleged violation and explain the alleged violation and the remedy he/she is seeking: the employee may be accompanied by his/her shop steward if he/she wishes. The supervisor shall give a verbal or written response to the employee within seven (7) working days.

### **Step II**

Failing satisfactory settlement of the matter at Step 1 he/she may within seven (7) working days after receiving the response with the assistance of his/her Shop Steward if so desired, shall present in writing to the head of the department or his/her designated representative a grievance form indicating the nature of the grievance. The dept head or designated representative shall provide a written response to the employee with a copy to the union within seven (7) working days of receipt of the grievance.

### **Step III**

Failing satisfactory settlement of the grievance at Step II the grievance may be submitted to the General Manager or his/her designate shall give a written response or meet to discuss the matter within seven (7) working days from the General Managers or designates receipt of the grievance

Failing satisfactory settlement of the grievance in step III, the grievance may be referred to arbitration by either party as outlined in Article 13 within twenty (20) working days of receipt of the decision referred in step III



- 12.03 The Union or the Employer may institute a grievance and shall commence such procedure at Step III.
- 12.04 The employer shall provide the necessary facilities for all grievance meetings and as requested by management, time spent at the grievance meetings by bargaining unit employees involved in the grievance to be discussed shall be paid by the employer.
- 12.05 If either party fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be deemed to be abandoned and shall not be reopened. The time limits as prescribed in this Article may be extended by the mutual agreement of the parties in writing.

### **ARTICLE 13 - ARBITRATION**

- 13.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or facsimile addressed to the other party of the Agreement, indicating the name of its nominee of a Single Arbitrator. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee of the Single Arbitrator.
- 13.02 No person shall be selected as an arbitrator who is acting or has within a period of six (6) months preceding the day of his appointment acted in the capacity of a solicitor, legal advisor, counsel, employee, paid agent of either of the parties, or any affiliated entity or who has any pecuniary interest in the matters referred to the arbitrator.
- 13.03 If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon an Arbitrator within seven (7) working days of his/her appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 13.04 The Arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. (S)he shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the conclusion of the hearing.
- 13.05 The decision of the Arbitrator shall be final, binding and enforceable on all parties.
- 13.06 The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- 13.07 Both parties shall bear equal cost of the fees and expenses of the Arbitrator.
- 13.08 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

13.09 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

14.01 An employee who has completed his probationary period may be dismissed or suspended, but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his Union representative or designate. Such employee and the Union shall be advised within seven (7) working days in writing by the Employer of the particulars for such discharge or suspension.

14.02 Without limiting the generality of the foregoing, the following offences shall be just cause for discharge:

- a) The unauthorized use of any narcotic and/or dangerous drugs not prescribed by a duly qualified medical practitioner;
- b) Theft from either, the Employer, a fellow employee or guest regardless of the amount involved;
- c) Solicitation of gratuities.
- d) Further, the unauthorized use of alcohol shall be the subject matter for serious discipline.

14.03 Any formal disciplinary measure against an employee who has completed his probationary period and which forms part of that employees employment record shall be communicated to that employee in writing with a copy to the Union within seven (7) working days.

14.04 An employee has the right, after making an appointment and during regular working hours, to consult his/her complete personnel file.

14.05 The Employer will not rely on a formal disciplinary measure against an employee where that employee has had no further disciplinary measures taken against him within the eighteen (18) calendar months immediately following the specific disciplinary measure in question.

#### **ARTICLE 15 - SENIORITY**

15.01 The Employer shall maintain a Company-wide seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards twice a year.

15.02 Departmental seniority lists, based upon the date on which employees commenced to work in each department, shall be established and be sent to the Union and posted on all bulletin boards in January of each year.

For the purposes of this Agreement, each of the following shall be a Department for the purposes of determining departmental seniority:

1. Banquets
2. Engineering
3. Food & Beverage Outlets
4. Front Desk
5. Housekeeping
6. Kitchen
7. Stewarding
8. TCC Houseman

15.03 When an employee is transferred to another Department in the bargaining unit he or she shall retain Company seniority; however, unless the transfer is of a temporary nature for six (6) months or less, he or she must start accumulating departmental seniority in that new Department. Where the transfers are for six (6) months or less and the employee is returned to the original Department, within that period of time, the seniority for that employee will continue to accumulate in the original Department during the employee's absence

15.04 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority standing

for six (6) consecutive months from the date of leaving the unit, at which time he will be removed from all bargaining unit seniority lists. If such an employee returns to the bargaining unit within six (6) months, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

15.05 An employee shall lose all seniority and the employee's employment shall be deemed to have terminated if the employee:

- a) resigns;
- b) is discharged for just cause and is not reinstated through the grievance procedure;
- c) is absent from work for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given;
- d) is laid off for a period longer than twelve (12) consecutive months;
- e) having been laid off (s)he fails to return to work within three (3) consecutive working days of recall; without the mutual agreement of the Employer and the Union;
- f) is excluded from the bargaining unit for a period longer than twelve (12) months pursuant to Article 15.04.

15.06 It is the responsibility of each employee to notify the Employer's Human Resources office promptly, in writing, of any change of his or her address or telephone number. If an employee should fail to do this, the Employer shall not be responsible for the failure of any notice to reach him or her and any notice which is sent to the address which appears in the Company's personnel records, shall be conclusively deemed to have been received by the employee on the third day after it was so sent.

## **ARTICLE 16 - JOB POSTINGS**

16.01 In the event that the Employer determines that a vacancy is to be filled or a new position is created within the bargaining unit, the Employer shall post notice of the position on the bulletin board for a minimum of five (5) days. A copy of all postings shall be forwarded to the Union on the day of the posting.

16.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications and requirements shall be relevant to the position.

16.03 The Employer will consider the qualifications, skill, and experience of the applicants for the job and where all of these factors are relatively equal, Company seniority will be the governing factor; casual employees will be given preference over outside applicants where all of these factors are relatively equal.

16.04 Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) working days.

- 16.05 The successful applicant shall be placed in the position for an assessment period for the first 520 hours worked. The assessment period may be extended for up to an additional 80 hours worked and shall not be extended further without mutual agreement. Conditional on satisfactory service, after the assessment period has been completed, the employee shall be confirmed in the new position. In the event the successful applicant proves unsatisfactory in the position during the assessment period, he shall be returned to his former position and wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and wage or salary rate, without loss of seniority.
- 16.06 A temporary vacancy resulting from illness, injury, suspension, leave of absence, temporary excess workload, vacation, or similar reason may be filled by the Employer without regard to the provisions of this Article for up to a maximum of 520 hours worked. A temporary vacancy which the Employer knows at the outset, or becomes aware, will last for more than 520 working hours, will be filled at that point in time in accordance with the applicable provisions of this Article. The Employer will attempt to fill the vacancy internally, so long as it does not result in additional overtime, training time, or training costs, which the Employer is not prepared to pay.

#### **ARTICLE 17- LAYOFF AND RECALL**

- 17.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees in each affected Department shall be laid off by first offering the layoff to the most senior volunteer. If there are no volunteers, employees in each affected Department shall be laid off in the reverse order of their Departmental seniority.
- 17.02 Laid-off employees shall be re-called in the order of their Departmental seniority.
- 17.03 An employee who has been unable to retain a position in his Department through the exercise of his seniority and who has been laid-off for a period of fourteen (14) days is entitled to claim the job of another employee in another Department subject to the following conditions:
- a) Such other job is held by an employee with less Company seniority; and
  - b) The employee claiming the job has the required qualifications, skill, and experience to satisfactorily perform the job; and
  - c) No new employees are to be hired while employees in the bargaining unit are on lay-off with the required qualifications, skill, and experience to satisfactorily perform the job.

## ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 Except as otherwise provided in this Article, an assignment of **TEN (10) hours** at the regular rate of pay shall constitute a day's work and an assignment of **FORTY TWO (42) hours** at the regular rate of pay shall constitute a week's work. Time worked in excess of **TEN (10)** consecutive hours, **TEN (10) hours** in a day or **FORTY TWO (42) hours** in a week shall constitute overtime work. For the purposes of this Article, hours worked will be considered consecutive unless separated by more than four (4) hours off.

Effective (upon ratification 2011), Forty Two (42) hours at regular rate of pay shall constitute a week's work. Time worked in excess of Forty Two (42) hours in a week shall constitute overtime work;

Effective (January 15, 2012), Forty One (41) hours at regular rate of pay shall constitute a week's work. Time worked in excess of Forty One (41) hours in a week shall constitute overtime work;

Effective (January 15, 2013), Forty (40) hours at regular rate of pay shall constitute a week's work. Time worked in excess of Forty (40) hours in a week shall constitute overtime work.

18.02 It is understood and agreed that the provisions of this Article are for the purposes of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

18.03 Every effort shall be made to schedule employees two (2) consecutive days off in each week wherever practicable; however, it is understood that for operational reasons it may not be possible to attain this goal.

18.04 Each employee may state his/her preference with regard to days off before the work schedule is drawn up and consideration shall be given to these preferences and the employees' seniority whenever they do not conflict with the need to maintain service and adequate levels of staffing. Employees who wish to use a floating holiday shall be given preference over senior employees requesting the same day or days off. The same practice will be followed to maximize hours of work by seniority.

18.05 Employees will be permitted to switch shifts with other employees provided that a Supervisor first approves such switch and it results in no overtime pay.

18.06 An employee must give notice to the Employer of his intention to be absent from a scheduled shift as far in advance of the commencement of the shift as reasonably possible. Such notice shall be given to the employee's Supervisor or, in the Supervisor's absence, to the employee's Duty Manager, and shall include the reason for such absence and the estimated date of return.

18.07 Each employee shall receive one fifteen (15) minute paid rest period within each four (4) hours of work performed. Employees shall also receive at least one-half hour (½) unpaid meal break for each period of eight (8) hours worked. It is understood that employees required by management to be on "stand by" will be paid for the half hour meal break.

For periods in excess of 8 hours the employee shall be given a 15 minute break at the commencement of these additional hours and a 15 minute break at each 2 hour period thereafter. Not to exceed 2 paid 15 minute breaks and 1/2 hour unpaid meal break in an 8 hour period.

18.08 All hours worked in excess of ten (10) consecutive hours, ten (10) hours in any one day will be paid at one and one-half (1-1/2) times the employee's regular wage rate.

18.09 In lieu of overtime payment, an employee may bank such overtime hours for future use as time off with pay. Such time off will be given at the request of the employee, where operational requirements permit. The employee during the calendar year shall use all hours banked for this purpose. The Employer shall pay out any hours not used as time off, on the last pay period prior to Christmas. These hours will be credited at premium rates (e.g. employee works 8 hours at time and one-half—credit in bank is 12 hours—time off entitlement is 12 hours).

18.10 Overtime shall be offered to employees within a department from the top of the seniority list down and if not enough employees agree to work, the company may then assign overtime to employees from the bottom of the seniority list. It is understood that the employer is not required to distribute overtime opportunities with mathematical accuracy over any given time. In the event of emergencies, such as physical plant or safety conditions exist, the employer may assign overtime providing the employee has the skill and ability to perform the work.

Both the company and the Union recognize the necessity of working OT, however where excessive overtime can be avoided it is agreed by both the union and the company that it should be.

Recognizing the importance of overtime in the operation of the hotel, both the union and the company will encourage bargaining unit employees to work OT when it becomes necessary.

18.11 Employees will not have scheduled shifts cancelled to equalize any overtime worked.

18.12 There shall be no pyramiding or compounding of overtime for the same hours worked.

18.13 Employees attending communications or other meetings (except disciplinary meetings) which are deemed mandatory by the Employer shall be paid for the time spent attending such meetings, unless any such meeting is not held during the employee's working hours or contiguous to the employee's working hours, in which case the employee shall receive a minimum of three (3) hours' pay.

- 18.14 Employees, who are scheduled to work and arrive for their shift, shall receive a minimum of three (3) hour's pay. The only exception shall be casual or part time employees scheduled for a shorter period.
- 18.15 When possible employees, after having worked their scheduled shift, shall have an (8) eight hour rest period unless the employees agree otherwise
- 18.16 Employees may indicate to their immediate supervisor the preference for night shift or day shift, or evening shift with the most senior employee having their preference accepted at the time a shift becomes available.

## **ARTICLE 19 - VACATIONS**

- 19.01 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 two (2) years of service, two (2) weeks vacation with four (4%) per cent vacation pay.
  - b) For eligible employees who have completed two (2) years of service or more, but less than ten (10) years of service, three (3) weeks vacation with six (6%) per cent vacation pay.
  - c) For eligible employees who have completed ten (10) years of service or more, but less than twenty (20) years of service, four (4) weeks vacation with eight (8%) per cent vacation pay.
  - d) For eligible employees who have completed twenty (20) years of service or more, five (5) weeks vacation with ten (10%) per cent vacation pay.

Vacation pay is calculated on the basis of the employee's gross earnings during the preceding vacation year, excluding gratuities, bonuses, incentives and vacation pay.

- 19.02 For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of his employment shall apply.
- 19.03 When a holiday falls within an employee's vacation period, that day shall constitute a holiday and not a day of vacation leave. A compensation day will be allowed at a mutually suitable date.
- 19.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount equivalent to any vacation pay which may have accrued to his benefit in accordance with Article 19.01 above.



- 19.05 Vacation credits shall not be accumulated from one year to the next without the Employer's approval. An employee who wishes to carry his entitlement forward shall request the Employer's permission to do so in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward. Any vacation credits which are not to be carried forward will be paid to the employee pursuant to Article 19.01.
- 19.06 Employees proceeding on vacation may make application to receive their vacation pay in advance. Such application must be received by the payroll office one whole pay period prior to the pay period immediately preceding the date of commencement of vacation.
- 19.07 Vacation schedules will be established at the discretion of the Employer and are always subject to operational requirements, recognizing that the volume of the Employer's business varies from one time to another. When scheduling employees' vacations, the Employer will give consideration to employee requests where they do not conflict with operational needs. Requests for vacation shall be made in writing to the department head concerned at least four (4) weeks in advance of the start of the vacation period requested; however, vacation requests will not be approved more than four (4) weeks in advance. The Employer shall grant preference to employees with respect to scheduling their vacations in order of their Departmental seniority, subject to the Employer's staffing requirements. If a senior employee requests the same vacation time after a junior employee has had a vacation request approved, the junior employee's request will have preference. Where necessary, the Employer reserves the right to schedule employee's vacation so as to minimize disruption to operations.
- 19.08 Employees will be notified at least three weeks (21 days) in advance that their vacation has been approved.
- 19.09 Except in case of emergency, an employee who is off on five (5) or more continuous vacation days and is called in to work shall be paid for all hours worked at the overtime rate and shall have their vacation day(s) rescheduled for a time agreed on by both parties.

## **ARTICLE 20 - HOLIDAYS**

- 20.01 Where an employee who has completed his or her probationary period works the scheduled shift immediately prior to the statutory holiday and the scheduled shift immediately following the statutory holiday, unless failure to do so is supported by a doctor's certificate in a form satisfactory to the Company, the employee shall be paid holiday pay at his regular hourly rate for the number of hours equivalent to that employee's regular work day (averaged over the previous 30 calendar days). Employees must complete probationary period in order to be eligible for Floating holidays.
- 20.02 In the case of lay-off or leave of absence, an employee will be paid only for any holiday which may fall within the pay-period which includes his last day worked.

20.03 The statutory holidays shall be:

1. New Year's Day
2. Good Friday
3. Canada Day
4. New Brunswick Day
5. Labour Day
6. Remembrance Day
7. Thanksgiving
8. Christmas Day
9. Two (2) Floating Holiday

Effective January 1, 2012, one additional holiday will be added: Anniversary (Hotel Hire) date.

20.04 In the event that an employee is required to work on the statutory holidays named above, he/she shall be paid time and one-half (1-1/2) his/her regular hourly rate for all hours so worked and, in addition, shall either receive another day off with pay or payment of the statutory holiday, according to the agreement of the employee and the Department manager. Where no agreement exists, the employee will receive payment of the statutory holiday.

20.05 An eligible employee, who is scheduled to work in his/her regular Department, or who agrees to work in a different department, on one of the designated holidays and does not report for work or work as scheduled, shall forfeit his holiday pay for that particular day. Unless supported by a doctor's certificate

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.01 Where operational requirements permit, leave of absence with pay by means of salary continuation, and without loss of seniority may be granted to any employee elected or appointed to represent the Union at Union conventions and the Union shall reimburse the Employer for receipt of such pay. The Union shall give the Employer at least 14 days notice of such leave. Such leave will not be unreasonably denied.

21.02 Where operational requirements permit, Union members selected to represent the Union during negotiations up to and including conciliation shall be paid for the time in attendance of the sessions by the Employer, for any lost time, up to three (3) members.

With reasonable notice to the Employer, Union members selected to represent the Union in arbitration cases while processing grievances or other Union business shall be granted a leave of absence with pay, by means of salary continuation, and the Union shall reimburse the Employer for receipt of such pay.

- 21.03 If an employee is summoned for jury duty, he/she shall be paid by the Employer the difference between the regular hourly salary rate for the number of hours he/she otherwise would have been scheduled to work and the daily jury duty or witness fee paid.
- 21.04 On the occasion of the birth of his child, a male employee shall be allowed one day special leave with pay.
- 21.05 Employees shall be entitled to maternity and/or child care leave in accordance with the *Employment Standards Act*.
- 21.06 Employees shall be entitled to family responsibility leave in accordance with the *Employment Standards Act*.

## **ARTICLE 22 - COMPASSIONATE LEAVE**

- 22.01 An employee shall be granted three (3) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, excluding days off, without loss of pay and benefits, in the case of death of a parent, wife, husband, brother, step-brother, sister, step-sister, child, common-law spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild. Where the burial occurs outside of the province, such leave shall also include reasonable traveling time, not to exceed two (2) days.
- 22.02 An employee shall be granted one (1) day compassionate leave without pay, to attend the funeral of an aunt, uncle, nephew or niece.
- 22.03 If an employee is on vacation leave at the time of bereavement, the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.
- 22.04 An employee shall be granted up to one (1) day unpaid compassionate leave, to attend a funeral as a pallbearer, flower - bearer or reader.

## **ARTICLE 23 - SICK LEAVE**

- 23.01 As of January 1st, 2010 each full-time and part-time employee shall accumulate paid sick leave at the rate of sixteen (16) hours for the first five hundred and twenty (520) hours worked and eight (8) hours for the next five hundred and twenty hours worked a total of one thousand and forty hour (1040). Sick time has a maximum accumulation of eighty (80) hours. Upon making the request employees shall be told the number of accumulated sick hours they have banked.

As of January 1, 2012 each full-time and part-time employee shall accumulate paid sick leave at the rate of sixteen (16) hours for the first five hundred and twenty (520) hours worked, and sixteen (16) hours for the next five hundred and twenty (520) hours worked a total of one thousand and forty hours worked (1040). Sick time has a maximum accumulation of eighty (80) hours. Upon making the request employees shall be told the number of accumulated sick hours they have banked.

For employees with more than one year of service accumulation of sick time will be based on their previous year's service in order to allow for their sick time to be deposited on January 1st of the current year. For example employees entitled to 32 hours of sick time in 2013 will have the time allocated on January 1st of 2013 based on their hours worked in 2012. Employees with less than one year of service will accumulate based on the hours of five hundred and twenty (520) and one thousand and forty hour (1040) as per the above paragraphs.

- 23.02 For the purpose of computing sick leave accumulation, all approved leave with pay shall be counted as working days.
- 23.03 In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the Department Head or his designate.
- 23.04 The Employer reserves the right to investigate any reported illness or injury of an employee, if the Employer reasonably believes that an abuse may exist. An employee may be required to submit proof of illness from a medical practitioner for any absence and shall be required to submit proof of illness if the absence is in excess of three (3) working days.
- 23.05 Sick leave credits may be used for medical or dental appointments which cannot be arranged outside an employee's scheduled working hours. Sick leave credits will be debited from the employee's sick bank on two (2) hour basis. The employee shall notify the Employer of the time of the appointment as soon as it is confirmed. Verification of appointment may be required upon request.
- 23.06 Abuse of sick leave policy may result in the employee being suspended or discharged.
- 23.07 The employer may require a doctor's certificate in support of any absence due to sickness or injury that is 3 days or longer in duration. The cost to obtain such certificates will be reimbursed by the employer upon presentation of valid receipts to a maximum of (\$100) one hundred dollars.

## **ARTICLE 24 - EDUCATIONAL LEAVE**

- 24.01 The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to an employee requesting such leave for educational purposes which relate directly to the employee's position with the Employer.

- 24.02 Where an employee successfully completes an educational program which relates directly to the employee's position with the Employer and which is approved in advance by the Employer, the Employer will reimburse the Employee fifty percent (50%) of the cost thereof, upon presentation of the appropriate proof of payment.
- 24.03 Employees shall participate in training programs when directed to do so by the Employer. Any employee directed to participate in such training programs will be paid his normal rate of pay while in training. The cost of any mandatory training programs shall be paid by the Employer.

## **ARTICLE 25 - PAYMENT OF WAGES**

- 25.01 The Employer shall pay wages and salaries in accordance with Appendix "A" attached hereto and forming part of this Agreement.
- 25.02 Pay periods shall be bi-weekly. Pay days shall be every second week on a day to be determined. Any changes to the established pay day shall be preceded by at least four (4) weeks written notice to the Union.
- 25.03 When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.
- 25.04 When any new position not covered by Appendix "A" and within the scope of the bargaining unit described in Article 2.01 is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

## **ARTICLE 26 - SAFETY AND HEALTH**

- 26.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer and used by the employees. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- 26.02 The Employer agrees to pay the cost of one pair of safety footwear per year for employees in the Engineering, Housemen, TCC Housemen, Kitchen, Stewarding and Bellman Departments up to a maximum of eighty-five dollars (\$85.00). Employees must submit a receipt for reimbursement.
- 26.03 The absence of an employee who is receiving compensation benefits under the *Worker's Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

- 26.04 An employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift. The employee will be provided transportation paid by the Employer, to and from the treatment center, on the date of injury.
- 26.05 An Occupational Health and Safety Committee shall be established and comprised of an equal number of bargaining unit employees and management. Such committee shall have at least two from each party to conduct a meeting. The committee shall meet once per month to discuss and make recommendations on health and safety matters.
- 26.06 Both the Union and the Company recognize and agree to abide by all provisions of the New Brunswick Occupational Health and Safety Act.
- 26.07 A Union member of the Hotel Safety Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour, for up to one (1) hour, subject to the business needs of the Employer.

#### **ARTICLE 27 - PERSONAL APPEARANCE**

- 27.01 Each employee agrees that he or she will adhere to the grooming and hygiene standards of the Employer as set out in the Employee Handbook.
- 27.02 The Employer agrees to continue its existing practice with respect to providing uniforms to employees who are required to wear uniforms in the performance of their duties.
- 27.03 The parties further recognize the importance of courtesy, patience, respect and understanding in dealing with guests of the hotel and convention centre.
- 27.04 It is understood that when an employee leaves the employ of the company they are required to return their uniform(s). Employees who have not returned their uniforms will have the cost of the uniforms deducted from any monies owing to the employee.

#### **ARTICLE 28 - GROUP INSURANCE BENEFITS**

- 28.01 The Employer agrees to pay 50% of the cost of premiums for group insurance benefits for all eligible employees as follows:
- i) Group Life and Accidental Death & Dismemberment insurance for the employee (mandatory coverage);
  - ii) Extended Health Coverage for the employee and his/her family, including eye care coverage for his/her family (optional coverage);
  - iii) Medical card.

28.02 For eligible full-time employees, the Employer agrees to pay 50% of the cost of premiums for dental coverage for the employee and his/her family (mandatory coverage).

## **ARTICLE 29 - CONTRACTING OUT**

29.01 In the event that the Employer decides it necessary to contract-out, contract-in or lease-out work and/or operations which fall within the scope of this Agreement and which would impact upon bargaining unit employees, prior to awarding any such contract it will notify the Union in writing at least ten (10) working days in advance, of the area and nature of the work involved and the anticipated number of employees who may be affected as a direct result of such decision.

29.02 At the request of the Union, the Employer will meet with the Union to discuss ways and means of limiting adverse affects of such decision on the employee(s) involved.

29.03 Where the procedure set forth in Article 29.01 cannot be used because equipment breakdown or similar circumstances require the immediate use of a contractor, the Employer will verbally notify the Union as soon as possible following the decision to use the contractor.

## **ARTICLE 30 - TECHNOLOGICAL CHANGE**

30.01 In this Agreement, "Technological Change" shall mean:

a) the introduction by the Employer into its workplace, undertaking or business, of equipment or material of a different nature or kind than that previously used in the operation of the workplace, undertaking or business, and

b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

30.02 If the Employer decides to effect a technological change that is likely to affect adversely the security of employment, rights, wages or working conditions of employees, the Employer shall give the Union notice of the technological change at least 30 days prior to the date on which the change is to be effected, which notice shall be in writing and shall state:

a) the nature of the technological change;

b) the date upon which the Employer proposes to effect the change;

c) the approximate number and type of employees likely to be affected by the change;

d) the effect the change is likely to have on the security of employment, rights, wages or working conditions of employees affected.

## **ARTICLE 31 - SEVERANCE PAY**

- 31.01 Severance pay shall be paid to eligible employees who have five or more years of continuous service when their employment is terminated because of layoff as outlined in Article 15.05(f). Payment will be made following the completion of the eight (8) month recall period or at any time during the eight (8) month period providing the employee waives his right to recall.
- 31.02 Severance pay shall be calculated on the basis of one (1) weeks pay for each year of continuous service to a maximum of twelve (12) weeks based on the employee's regular wage rate as of the effective date of lay-off .
- 31.03 At the employee's request the payment of severance pay shall be:
- a) a lump sum payment, or
  - b) held over to the taxation year following termination.
- 31.04 An employee receiving severance pay shall have no further claim to employment with the Employer.

## **ARTICLE 32 - BULLETIN BOARDS**

- 32.01 The Employer shall provide the Union with 2 bulletin boards: one shall be placed in the hotel and the other in the Trade and convention Center. All Union notices must be signed by proper officials of the local Union. The Union will provide the Employer a copy of any notice at least 24 hours prior to its posting. All notices will be in regard to Union business, and will not contain derogatory statements about the Employer and its employees.

## **ARTICLE 33 - SECURITY**

- 33.01 The Employer may be permitted access to employee lockers, but only with a representative of the Union in attendance. Where practicable, the employee may also be present.

## **ARTICLE 34 - Registered Retirement Savings Plan (RRSP)**

The company agrees to provide a group Registered Retirement Savings Plan for all bargaining unit employees.

After probation, Full and Part-Time employees may contribute to the plan on a voluntary basis upon completion of the RRSP voluntary deduction form. Contributions will be deducted from the employees' paycheck and deposited into a financial institution mutually agreed upon by the Employer in accordance with the plan rules.



After One (1) year of service, Full Time employees may contribute to the company matched plan with a matching of up to 2% of salary contributed for 2011 and 2012. This is not retroactive and will be set up no later than January 1, 2012.

As of January 1, 2013 the company matched contribution will be 3%.

### **ARTICLE 35 - Paid Education Leave**

The company agrees to contribute to the Paid Education Leave Fund for the purpose of providing Paid Education Leave. Said paid Education Leave will be for the purpose of upgrading employees' skills in all aspects of Trade Union Functions.

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave will continue to accrue seniority and benefits during such leave.

Annual contribution will be paid on an annual basis (see schedule below) 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 Toronto, ON M3H 3H9

January 1, 2011 - \$2,250

January 1, 2012 - \$2,250

January 1, 2013 - \$2,250

### **ARTICLE 36 - TERM OF AGREEMENT**

- 36.01 This Agreement shall be binding and remain in effect from the date of signing until December 31, 2013 and shall continue from year to year thereafter unless either party gives notice to the other party in writing at least sixty (60) days prior to the expiry date that it desires its termination or amendment. Negotiations shall commence within twenty (20) days of such notice unless mutually agreed to by the parties.
- 36.02 The parties hereto agree that this Agreement is the entire agreement between the parties and that any matter not specifically dealt with herein shall not be the subject of a grievance or arbitration unless mutually agreed.
- 36.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 36.04 Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed or until the parties are in a legal strike/lockout position whichever occurs first.

36.05 This Agreement will endure and be binding upon not only the parties hereto mentioned but also their respective successors.

36.06 Should the New Brunswick Labour Standards Act provide for a right or benefit better than those provided for in this agreement, then the New Brunswick Labour Standards Act should apply.

Dated and signed at Saint John, N.B. this 5th day of May, 2011.

**National Automobile, Aerospace, Transportation  
and General Workers Union of Canada (CAW-  
Canada),  
Local 2002**

**Hilton Saint John**

.....  
Chad Johnston  
National Representative  
CAW-Canada

.....  
Date

*A. Johnston*

*Sept 16/11*

.....  
Ashley Watkins  
Executive Assistant  
CAW East Canada

.....  
Date

*Ashley Watkins*

*Sept 22/11*

.....  
Richard Dean  
District Chair

.....  
Date

*Richard Dean*

.....  
Gerald Einsohn  
VP Labour Relations

.....  
Date

*Gerald Einsohn*

*Oct 4/11*

.....  
Tammy LeBlanc  
General Manager

.....  
Date

*Tammy LeBlanc*

*Oct 4/11*

.....  
Jennifer Fougere  
Human Resources Manager

.....  
Date

*Jennifer Fougere*

.....  
Mike Osmon  
Bargaining Committee  
Representative

.....  
Date

.....  
Kevin Roker  
Bargaining Committee  
Representative

.....  
Date

**Collective Agreement Between  
Hilton Saint John -and- CAW – Canada, Local 2002  
January 1, 2011**

**APPENDIX A - WAGE RATES**

The 2011 wage rate percentage increase are retroactive to January 1, 2011

\*\*Minimum wage buffer of \$0.50 applicable upon ratification

\*Wage rate assumes the anticipated minimum wage increase. Should the increase not occur on September 1, 2011, the rates will remain at the April 1, 2011 rates and future years will be adjusted accordingly( including the buffer if appropriate) with a wage rate increase of 2.5%

DEPARTMENT/ CLASSIFICATION	RATE Dec 31 2010	2011			2012		2013		
		PROB Rate 520 hrs	Full Rate Jan 1/11	Apr 1/11	Sep 1/11	PROB Rate 520 hrs	Full Rate Jan 1/12	PROB Rate 520 hrs	Full Rate Jan 1/13
<b>Banquet</b>									
Wait Staff	9.00	9.50	9.23	9.50	*10.00	10.00	*10.25	10.25	*10.51
Floor Coordinator	10.87	10.61	11.14			10.88	11.42	11.15	11.71
<b>Engineering</b>									
Engineer A	11.65	11.37	11.94			11.68	12.24	11.95	12.55
Engineer B	14.06	13.72	14.41			14.07	14.77	14.42	15.14
Engineer C	16.74	16.34	17.16			16.75	17.59	17.17	18.03
Mike Osmon	17.74	NA	18.18			NA	18.64	NA	19.10
Security/Maintenance	12.88	12.57	13.20			12.88	13.53	13.21	13.87
<b>F&amp;B Outlets</b>									
**Minibar Attendant	9.58	9.50	9.82	10.00	*10.50	10.24	*10.76	10.51	*11.03
**Room Service	9.00	9.50	9.23	10.00	*10.50	10.24	*10.76	10.51	*11.03
Wait Staff/Bartender	9.00	9.50	9.23	9.50	*10.00	10.00	*10.25	10.25	*10.51
Host/ess	11.29	11.02	11.57			11.30	11.86	11.58	12.16
<b>Front Desk</b>									
**Bell Desk	9.00	9.50	9.23	10.00	*10.50	10.24	*10.76	10.51	*11.03
Guest Service Agent	12.94	12.63	13.26			12.95	13.60	13.27	13.93
<b>Housekeeping</b>									
House Attendant	10.98	10.71	11.25			10.99	11.54	11.26	11.82
Laundry Attendant	10.98	10.71	11.25			10.99	11.54	11.26	11.82
Ken McPhee	11.04	NA	11.32			NA	11.60	NA	11.89
Paul Oakley	11.04	NA	11.32			NA	11.60	NA	11.89
Room Attendant	10.98	10.71	11.25			10.99	11.54	11.26	11.82

**Collective Agreement Between  
Hilton Saint John -and- CAW – Canada, Local 2002  
January 1, 2011**

DEPARTMENT/ CLASSIFICATION	RATE Dec 31 2010	2011				2012		2013	
		PROB Rate 520 hrs	Full Rate Jan 1/11	Apr 1/11	Sep 1/11	PROB Rate 520 hrs	Full Rate Jan 1/12	PROB Rate 520 hrs	Full Rate Jan 1/13
<b>Kitchen</b>									
**General Cook	10.21	9.95	10.47		*10.50	10.24	*10.76	10.51	*11.03
Cook - Block 1	10.27	10.03	10.53			10.28	10.79	10.53	11.06
Cook - Block 2	10.37	10.12	10.63			10.37	10.89	10.64	11.17
Cook - Block 3	10.70	10.45	10.97			10.70	11.24	10.97	11.52
3 <sup>rd</sup> Commis	10.96	10.70	11.23			10.96	11.51	11.24	11.80
2 <sup>nd</sup> Commis	11.88	11.60	12.18			11.88	12.48	12.18	12.79
1 <sup>st</sup> Commis	13.09	12.78	13.42			13.09	13.75	13.42	14.10
Demi Chef Parti	14.16	13.82	14.51			14.17	14.88	14.52	15.25
<b>Stewarding</b>									
**Steward	9.78	10.00	10.02		*10.50	10.24	*10.76	10.51	*11.03
Kevin Roker	11.17	NA	11.45			NA	11.74	NA	12.03
<b>TCC Housemen</b>									
House Attendant	10.98	10.71	11.25			10.99	11.54	11.26	11.82

Lead Hand- \$0.50 per hour above his/her regular rate of pay. It is understood employees providing training shall be paid lead hand rate.

For the first 520 hours, probationary employees in each classification, except servers, may be paid a rate of 5% less than the regular rate of that classification. Servers may be paid a rate of 2.5% less than the regular rate of that classification.

It is agreed that any bargaining unit employee hired after the ratification of this agreement will not receive an hourly wage rate which is higher than wage rates set forth in this agreement.

**Collective Agreement Between  
Hilton Saint John -and- CAW – Canada, Local 2002  
January 1, 2011**

**Banquet Gratuities**

Upon ratification of this agreement, the hotel will distribute gratuities as follows:  
71% to the Employees  
29% to Management

Of the 71% designated to the Employees, the following distribution applies;  
Wait staff - 50%  
TCC House Attendants – 7%  
Culinary – 7%  
Stewarding – 7%

The above is applicable to any NEWLY signed banquet agreements, effective on ratification of this collective bargaining agreement.

The Employer reserves the right to implement such bonus or incentive programs as it may deem appropriate, provided that the employees do not receive less than the wages set forth in this wage schedule

**APPENDIX “B - CASUAL EMPLOYEES**

1. The provisions of this Appendix “B” shall apply to all casual employees for whom the Union is the bargaining agent and no other provisions of the Collective Agreement shall apply to such employees, except as specifically provided for in this Appendix “B”.
2. Articles 3, 4, 7, 8, 9, 12, 13 and 25 shall apply to casual employees.

**Collective Agreement Between  
Hilton Saint John -and- CAW – Canada, Local 2002  
January 1, 2011**

**LETTER OF INTENT – Casual Wait Staff Scheduling:**

The Employer will maintain a procedure of its choice where wait staff can access information on scheduled banquet events.

Casual wait staff will be responsible to access the system if they desire to be assigned to an event.

Casual wait staff will be responsible to indicate their desire through the established procedure, to work an event, before the end of a designated period established by the Employer.

Should the casual wait staff indicate a desire during the specified period, the Employer will assign the staff by seniority.

After the specified period has expired, the Employer may assign staff as they deem appropriate.

This procedure does not apply to non-scheduled events. In those cases, the Employer may assign casual wait staff as they deem appropriate.

**LETTER OF INTENT – Violence Against women/Women’s Advocate:**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women’s shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of women’s advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Employer and the Union will develop appropriate communication to inform female employees about the advocacy role of the Women’s Advocate. The Employer will also assign a management support person to assist the Advocate in her role.

The Women’s Advocate will participate in an initial 40 hour basic training program and on an annual three (3) day update training program delivered by the CAW National Women’s Department.

The Employer agrees to pay for half the lost time, including travel time, registration costs, lodging, transportation, meals, and other reasonable expenses when necessary. The Employer will only be responsible to pay its portion for the initial forty (40) hour training only once during the term of this agreement. Notwithstanding anything contrary in this Article, an employee may still seek directly the services of the Employer’s EAP (Employee Assistance Program).

This will be effective January 1, 2012

**Collective Agreement Between  
Hilton Saint John -and- CAW – Canada, Local 2002  
January 1, 2011**

**LETTER OF INTENT – Harassment Free Workplace**

The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

**Complaint Resolution – Discrimination or Harassment:**

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of the discrimination, the employee may:

- a) Tell the person involved as soon as possible how he/she feels and request that they stop the conduct found offensive.
- b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Employer and the CAW Human Rights Coordinator.
- c) The parties will review the complaint and where warranted, a joint investigation will be conducted.
- d) It is the intention of the Union and the Employer that, where practical, a joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the complaint.
- e) All matters will be dealt with the utmost confidentiality.
- f) Any complaint not resolved through this process may be addressed by the Union or the complainant directly to the Employer, pursuant to the grievance procedure.
- g) Should the claim involve a non-bargaining unit employee, discipline, if any, shall not be subject to the grievance and arbitration procedure.
- h) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.



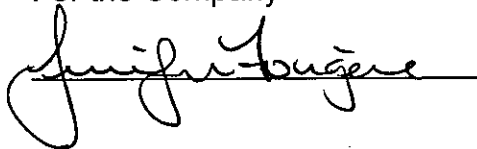
## LETTER OF INTENT

### PARKING

The company agrees to continue to offer their employees, reduced parking rates in the Market Square underground parkade, as long as this is made available to the company by the parkade owners.

Dated this 11<sup>th</sup> day of July, 2011:

For the Company



Jennifer Bugere



**Hilton**  
Saint John

*Saint John Trade and Convention Centre*

## LETTER OF INTENT

### BARGAINING UNIT WORK

This will confirm our agreement during negotiations that the primary role of supervisors is to direct the bargaining unit employees in their department. It is not Hilton's policy to displace or lay-off bargaining unit employees because supervisors are performing the duties of the bargaining unit employees on an on-going basis. Any concerns over this issue should be brought to the attention of the Employer/Union Consultation Committee.

Dated this 28<sup>th</sup> day of July, 2003

For the Company:

Handwritten signature of Marie K. Gavin in cursive script.

Marie K Gavin  
Human Resources Manager

Hilton Saint John  
One Market Square  
Saint John, N.B. E2L 4Z6  
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**LETTER OF INTENT**

**EMPLOYMENT OPPORTUNITIES**

Hilton believes in hiring the best employees to serve our guests. It is Hilton's objective to develop employees through coaching, development, and training to enable employees (whether casual, part-time or full-time) to obtain the ability, qualifications and skills to fill employment opportunities as they arise. Everything else being equal, it is Hilton's preference to hire and/or promote from within.

Dated this 28<sup>th</sup> day of July, 2003

For the Company:

Marie K. Gavin  
Marie K. Gavin  
Human Resources Manager

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