

Collective Agreement

Between:

UNIFOR and its Local 112

(Hereinafter referred to as “the Union”)



- AND -

KSD Enterprises Ltd. o/a Delta Hotels by Marriott Toronto Airport and Conference Centre

(Hereinafter referred to as “the Employer”)

Term: February 1, 2021 – January 31, 2024

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ARTICLE 1 - PURPOSE

- 1.1** The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and provide efficient operation of the Employer's business.

Now, therefore, the Employer and the Union agree as follows:

ARTICLE 2 - RECOGNITION AND SCOPE

- 21** The Employer KSD Enterprises Ltd, acknowledges that all employees at 655 Dixon Road in Toronto save and except Supervisors, persons above the rank of supervisors, Management Trainees, office and sales staff, accounting staff, front desk staff, security staff, reservations staff, students employed during school vacation period and employees whose work is covered under subsisting collective agreements, have selected the Union as their sole Bargaining Agent with respect to matters arising under this Agreement.
- 22** The term "employee" or "employees" whenever herein used shall mean only those employees as described in Schedule "A" - Wage Rates.
- 23** Where used in this Agreement, the masculine includes the feminine and the singular includes the plural as context requires.
- 24** For purposes of this Agreement, Employees shall be classified, as follows:
- A.** "Regular Employees" shall be defined as those employees who regularly work twenty-four (24) hours or more per week and who cannot refuse to perform available work.
 - B.** "Part-time Employees" shall be defined as those employees who regularly work less than twenty-four (24) hours per week and who cannot refuse to perform available work. Where such part-time employee refuses hours of work on more than three occasions within a three (3) month period, then he loses his status as a part-time employee and is immediately re-classified as a "Casual employee".
 - C.** "Casual Employees" shall be defined as those employees who are employed by the Employer on an "as required" basis only to fill in for regular employees who are absent due to illness, vacation and any other kinds of leaves of absence or who are required for increased work assignments with the Employer.

Such employees shall be required to pay normal union dues to the Union and shall receive only the rate of pay as contained herein and no other benefits of the Collective Agreement. Statutory vacation pay and Statutory Holiday pay shall be paid in accordance with the *Employment Standards Act*. A list of casual employees, arranged by their date of hire, shall be maintained by each department who use casual employees on a regular basis. When work is available, employees shall be called according to such list with the most senior employee being first to be called. Where an employee is unavailable for work, or does not answer his telephone on two (2) occasions, his name shall be placed at the bottom of said list, notwithstanding his actual date of hire. Should five (5) occasions of this occur, then the employee's name shall be removed from such list.

Effective February 1, 2019, a part time employee who has worked an average of twenty-four (24) hours per week over a six (6) month period (calculated in January 1 and July 1 of each year) shall be offered the opportunity to move to full-time status. In order to facilitate this early assessment of hours, the parties will not assess total hours on July 1, 2019.

Effective July 1, 2019, a casual employee who has worked an average of eighty (80) hours per month over a six (6) month period (calculated on January 1 and July 1 of each year) shall be offered the opportunity to move to part-time status.

- 25** For purposes of clarification "Banquet Captains" are "Supervisors" as provided for at Article 2.01 above, and are, therefore excluded from the Bargaining Unit and, similarly, the current practice of "Shipper/Receiver" being excluded from the Bargaining Unit shall continue.
- 26** "Days" referred to in this Agreement shall exclude Saturdays, Sundays, and Statutory Holidays, unless otherwise provided.
- 27** Where the Employer introduces a new classification during the life of the Collective Agreement which is not excluded by Article 2.01 herein, and is not listed at Schedule "A," then it shall set a rate of pay for that classification and so advise the Union. Where the Union disagrees as to the rate of pay and/or classification then the matter may be subject to the Grievance Procedure.
- 28** The Union and the Employer agree that employees not covered by the scope of the agreement will not perform duties that are currently done by employees covered by the scope of the bargaining unit, except in an emergency, for the purpose of instruction, management training, or on an occasional and necessary basis for the purpose of meeting the demands of service. For clarification, "emergency" shall be a situation that arises from an unforeseen event, including that caused by the absence of an employee with insufficient advanced notice or unanticipated absenteeism of a significant number of employees.

For further clarification, under no circumstances would this provision have the purpose or effect of eliminating any scheduled position, nor would it justify chronic understaffing.

- 29** The Parties agree that co-op students working throughout the Employer are doing education requirements and are not hired to replace regular Bargaining Unit employees. In any event, no employees shall lose any hours as a result of the placement of any co-op students or trainees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1** The Union acknowledges and agrees that the Employer shall continue to reserve all rights, powers and authority to manage the Employer and to direct the working forces. Without restricting the generality of the foregoing, such rights of the Employer shall include the right to:
- A.** Instruct and direct employees in their duties and responsibilities;
 - B.** Control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Hotel;
 - C.** Formulate policies, rules and regulations;
 - D.** Maintain order and discipline, to hire, promote, transfer, demote, classify, lay off, recall, retire, suspend, or discharge or otherwise discipline employees for just cause;
 - E.** Determine where, in what manner, at what time, and under what conditions employees in the Bargaining Unit perform their duties;
 - F.** Limit, suspend or cease operations, subcontract or make necessary arrangements due to a change in the Employer's policies;
 - G.** Inspect employees' lockers, with the accompaniment of a Shop Steward and/or employee; and
 - H.** Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standard of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and other rights and responsibilities of management not specifically modified in this agreement.

- I. It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms in this Agreement and it is understood that a claim by an employee or employees that the Employer has so exercised these rights shall be proper subject matter for a grievance.

ARTICLE 4 - RELATIONSHIP

- 4.1 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 4.2 The Union further agrees that there will be no solicitation for membership, collection of dues (except as otherwise provided in this Agreement) or other Union activity at the work location or on the premises of the Employer.
- 4.3 Authorized representatives of the Union will be permitted to enter the premises of the Employer at 655 Dixon Road, Toronto, Ontario, at reasonable times for the purpose of conducting its business. It is understood that the Union representatives will not conduct business within the hearing of guests or in any manner that might disturb the guests, or interrupt the flow of work and service to guests. Notice to enter the Employer shall be given to a representative of Management (i.e. the Hotel General Manager, Duty Manager or Director of Human Resources) who may not unreasonably refuse entry.
- 4.4 Union representatives will not interfere with an employee in the discharge of his duties.
- 4.5 The Employer will provide a bulletin board in the Staff Cafeteria for the convenience of the Union for posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union, and submitted to the Director of Human Resources for his approval before being posted.
- 4.6 All employees shall be permitted to wear the current union button. Changes to the current Union button shall require Employer authorization.
- 4.7 The Employer will provide each employee in the bargaining unit and the Union with a copy of its Harassment Policy.

ARTICLE 5 - UNION SECURITY

- 5.1 The Parties hereto agree to compulsory check off for all employees, including probationary employees, under the scope of this Agreement. Deductions will be withheld for each pay period.
- 5.2 With the submission of deductions will be a list of bargaining unit employees, showing all sums deducted for each employee. The list will be sent in Excel format to the Secretary-

Treasurer of the Union, or designate, no later than the 15th day of the month after the deductions are made. The list will contain the following information:

- A.** the amount of dues/initiation fees/assessments deducted from each member;
 - B.** if no sum is deducted for a member, the reasons (i.e. sick, WSIB leave, layoff, leave of absence, resignation, termination);
 - C.** each employee's full-time or part-time status, date of birth, updated address and telephone number(s) (including mobile phone number), email, classification, department, house and department seniority date, gross pay, other sources of income, date of change of status if applicable and wage rate;
 - D.** on request and with reasonable notice, the Employer will allow the Union to access schedules, timekeeping records and other information reasonably required to satisfy the Union that dues are being deducted correctly, in the prior ninety (90) day period.
- 5.3** It is understood that the amount of initiation fees and dues is determined by the Local Union, or by the National Union, can be changed by the Local Union or the National Union at any time to comply with such Local or National Union decisions regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if so directed.
- 5.4** This provision will be applied subject to sixty (60) days' notice in writing, from the Union to the Employer.
- 5.5** The Employer agrees to deduct initiation fees, assessments and Union dues upon receipt of a signed authorization by the employee on the employee's first pay period, such authorization to be completed and signed by the Employee on the commencement of employment.
- 5.6** The Employer will ensure that all employees coming into the Bargaining Unit shall complete and sign a Union Membership card, and the Employer will give the original signed Union Membership card to the Union. Blank Union cards shall be supplied to the Employer by the Union.
- 5.7** The Employer shall be advised by the Union, in writing, as to the amount of union dues to be collected from Employees. Upon receipt of such notification from the Union, the Employer shall post a copy of that Notice on the Union Bulletin Board.
- 5.8** All new employees in positions under the scope of the Union (as in Schedule "A") shall, as a condition of employment become and remain members of the Union after employment. The Union agrees to accept into membership all such new employees.

5.9 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in his first pay period, shall be discharged by the Employer upon receipt of official notice in writing from the Union to the Employer.

5.10 The Employer and Union agree that no officers of the Employer or employees may enter into any contract inconsistent with this Agreement.

Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent.

It is agreed that the Union will not prevent the Employer from maintaining an adequate and qualified work force, or services to the guest, or infringe on the Management's right clause as spelled out in the Agreement.

5.11 Nothing in this above Agreement or in the general body of the contract shall be construed as limiting to any degree the right of the Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales, such wages shall be regarded as premium rates for special skill or ability, such special rates shall not become the basis for a general increase in the scale in the classifications concerned.

5.12 The Employer will administer its employees rating plan referred to in 5.11 to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.

5.13 The Union shall notify in writing, with a copy to the Employer, any individual who has been suspended, expelled or declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union notice unless:

- i) The employee's status becomes acceptable to the Union during this period; or
- ii) The employee makes claim in writing to the Employer that the Union's action is unjust and that he requests the matter be taken up through the appeal procedure of the Union.

5.14 The Union shall indemnify and save harmless the Employer against any and all suits, actions, cause of actions, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this article.

5.15 The Employer will supply all present and future employees with copies of the Collective Agreement, printed in the current booklet format. Cost for such booklets shall be shared equally between the Employer and the Union.

5.16 The Employer will show the amount of annual union dues deducted on each employee's T4 slip.

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

5.18 LABOUR MANAGEMENT COMMITTEE MEETINGS

The Parties agree to hold, on a quarterly basis each year, a "Labour/Management Committee Meeting" for the purposes of discussing such issues as those related to the relationship between the Parties and matters of a general interest. It is agreed that such meetings shall not be for the purpose of discussing grievances or complaints. 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.

Up to two (2) hours' pay for time that would have otherwise been worked by employees, for each employee, shall be paid by the Employer for each meeting.

The Union shall be represented by its elected employee Stewards and its Business Agent. The Employer shall be represented by the Director of Human Resources and other Department Heads or Supervisors.

The Parties shall arrive at an agenda before the meeting and produce jointly approved minutes of the meeting to be distributed to Management and Members of the Bargaining Unit. The Chair for such meetings shall be alternated between the Parties.

5.19 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

ARTICLE 6 - SHOP STEWARDS

6.1 The Employer acknowledges the right of the Union to appoint or otherwise select seven (7) Full-time Shop Stewards and two (2) Part-time Shop Stewards to assist employees in presenting their grievances to the representatives of the Employer. The number of such Stewards and the Departments for such are, as follows:

Area No. 1: Housekeeping and Laundry Departments: one (1) full-time employee Steward and one (1) part-time employee Steward

Area No. 2: Bell Staff, Switchboard: one (1) full-time employee Steward

Area No. 3: Kitchen and Stewarding Departments: one (1) full-time employee Steward

Area No. 4: Food and Beverage and Room Service Departments: one (1) full-time employee Steward

Area No. 5: Maintenance Department: one (1) full-time employee Steward

Area No. 6: Banquet Department: one (1) full-time employee Steward and one (1) part-time employee Steward

Area No. 7: Lot 41 / Starbucks: one (1) full-time employee Steward

6.2 The Union will inform the Employer in writing of the identity of the Stewards and the Employer shall not be obliged to recognize such Stewards until it has been so informed.

6.3 No Steward, Union Committee member or Union Official employed by the Employer shall leave his regular duties without the permission of his supervisor in order to attend to Union business. Upon his return to his regular duties after having secured such prior permission, he shall give any explanation reasonably required by his supervisor to explain the duration of his absence. Such permission shall not be unreasonably withheld, subject to the requirements of the Employer.

6.4 The Employer will compensate shop stewards for scheduled working time that is lost as a result of being required to attend education seminars or the handling of grievances of employees at their regular rate of pay, and this does not apply to time spent on such matters outside of regular working hours. Payment of education seminars will not exceed three (3) hours per month (non-cumulative). The Union will be required to notify the Employer two (2) weeks in advance and it will not prevent the Employer from maintaining an adequate and qualified workforce.

6.5 An elected Shop Steward with one (1) or more years of seniority shall be the last employee to be laid off in his classification and department and shall be the first employee to be recalled within his classification and department providing, in all cases, he is capable of performing the work required.

6.6 The Employer acknowledges the right of the Union to have present up to one representative (full or part-time employee, as applicable) from each area of the workplace, described at Article 6.1, in the negotiations to renew this Collective Agreement. Present, may also be a non-employee representative of the Union. The Employer shall reimburse employees for time lost from work, up to their normally scheduled hours of work so long as it is time spent in the normal course of collective bargaining (i.e. direct negotiations, caucus discussions to review Employer proposals.)

One gratuity earning member of the Negotiating Committee will be compensated for time spent in negotiating with the Employer at the lowest non-gratuity rate in force at the time the next negotiations occur, to a maximum of five (5) days.

6.7 The Employer also acknowledges the right of the Union to appoint or otherwise select alternate shop stewards in each of the departments as outlined in this Article. This does not

include an alternate in Housekeeping where there are already two (2) stewards.

When a shop steward is unavailable to attend an Educational Seminar, the Employer may release the alternate shop steward in that department with full compensation, subject to business demands. The release of an alternate shall not be unreasonably denied.

In addition, the Union may request release time for alternate shop stewards to attend Educational Seminars. The Employer may allow up to one (1) alternate shop steward per month to attend Educational Seminars unless the Employer demonstrates to the Union that the release of a shop steward and an alternate shop steward in a single department leads to overtime scheduling in that department, or may otherwise negatively impact guest service. The same notice requirements to the Employer shall apply as those that apply under Article 6.04 respecting Shop Stewards attending Education Seminars.

ARTICLE 7 - WOMEN'S ADVOCATE

- 7.1** Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues.

Unifor may appoint a Woman's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

The Union will inform employees about the role of the Women's Advocate and providing contact information as to how the Women's Advocate can be contacted.

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the Employer is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).

This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

It is recognized that men sometimes find themselves in the same situations.

The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

The Parties acknowledge and agree that any time spent by an employee serving as the Women's Advocate will be unpaid.

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

- 8.1** During the life of this collective agreement, the Union agrees that there will be no strike, picketing, slow down or stoppage of work, and the Employer agrees that there will be no lockout.
- 8.2** The Union further agrees that it will not involve the Employer in any dispute which may arise between any other employer and the Union and the employees of such other employer.

ARTICLE 9 - SENIORITY

- 9.1** The Employer recognizes classification seniority within each department for the employees covered under this Agreement.
- 9.2** The Employer shall maintain up-to-date Seniority lists for each Department and for Bargaining-Unit-Wide Seniority and each such list shall be divided to show full-time and part-time seniority. Copies of such lists shall be posted and shall be supplied to the Union, upon request, not more than twice each year.
- 9.3** Temporary Transfers: In the event an employee is assigned to a job other than that to which they are permanently assigned for a minimum of one (1) hour or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is the higher, for all hours in the assigned position.
- 9.4** In cases of layoffs in any department, students are the first to be laid off, followed by probationary employees, part-time employees, and then full-time employees, provided that those remaining are, in the opinion of the Employer, qualified to do the work available. In cases of layoffs lasting one (1) month or more, employees shall be provided with one (1) week of notice and in cases of layoffs for more than one (1) week, but less than one (1) month, employees shall be provided with two (2) days of notice.

Employees recalled to work after layoff, will be recalled in inverse order to that in which they were laid off provided, in the opinion of the Employer, those recalled are qualified to do the work available.

- 9.5** Employees who are laid-off will be kept on the Seniority List for a period of fifty-two (52) weeks following the lay-off. In the event of a lay-off, department seniority within each classification shall be the governing factor.
- 9.6** Should a vacancy occur in any classification within the Bargaining Unit, the Employer will post a notice for a period of seven (7) days. This notice will list the job and the rate of pay. Posting will be displayed in the applicable department, the staff cafeteria, and on the bulletin board in the Human Resources department. In addition, it will show the final date for application which will not be less than three (3) days after posting the notice.

Each application will be reviewed by the Employer and will consider the skill, ability and efficiency of employees for the vacant job. The Employer will be the final judge when making a selection. However, when all factors are equal, seniority (department, then house) shall be the governing factor.

Departmental seniority will be maintained for a maximum period of two (2) weeks from the date of transfer. Unsuccessful applicants will be informed when the Employer makes its decision. Furthermore, the parties agree that qualified internal applicants have preference over qualified external applicants.

Where an employee has successfully obtained a new job through the posting procedure, and after having completed fifteen (15) days from date of transfer to that new job, his Departmental Seniority date will be established in his new Department from his date of transfer. His Bargaining Unit seniority date will remain unchanged.

An employee will not be permitted to apply for his next job posting until after he has completed four (4) months of service on his new job.

- 9.7** An employee's employment shall be deemed terminated and his seniority lost if the employee:
- A.** Quits or voluntarily resigns.
 - B.** Is discharged for cause and is not reinstated through the Grievance Procedure.
 - C.** Is absent from work for more than three (3) working days unless a reason satisfactory to the Employer is given.
 - D.** Is laid off work for a period in excess of twelve (12) months.
 - E.** Fails to report back to work following a layoff within two (2) days of his scheduled first day back at work, after having been so notified by the Employer. Employees who have been laid off for a period of one (1) month or more, and who cannot be reached by telephone, shall be notified of their requirement to return to work by Registered Mail.
 - F.** Overstays an authorized leave of absence or vacation without providing a reason satisfactory to the Employer.
 - G.** Uses an authorized leave of absence for a purpose other than that for which it was granted.
 - H.** Is absent because of accident or illness in excess of three (3) days and fails to produce medical proof if so requested.

- 98** Should the Employer permanently close a Department, then layoffs shall occur based on bargaining unit-wide seniority, provided that those remaining are, in the opinion of the Employer, qualified to perform the work available. Severance payments and notice shall be in accordance with the provisions of the *Employment Standards Act*.
- 99** As a general principle, employees shall be assigned regular available work, within their Department, based on their seniority standing, provided that they are able to perform the work.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.1** New employees will be considered probationary employees for the first forty-five (45) days worked. It is recognized that a probationary period is a period during which the Employer has the right, in its sole discretion, to assess an employee and determine whether the employee's employment shall continue. The parties acknowledge that the standard for dismissing a probationary employee during the probationary period shall be less than the standard of just cause for the dismissal of a regular seniority employee.

The Employer may extend an employee's probationary period where additional time is required to assess the employee. Where this occurs, the Employer shall advise the employee and the Union, in writing, of such extension.

ARTICLE 11 - GRIEVANCE PROCEDURE

A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any of the provisions of this Agreement.

- 11.1** A grievance shall not be considered where the circumstances giving rise to it occurred or originated more than seven (7) days before the filing of the grievance.
- 11.2** Any grievance not processed within the specified time limits provided in Article 11 and Article 12 shall be deemed to have been abandoned.
- 11.3** If the Employer fails to answer a properly submitted grievance within the specified time limits, the employee shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be.
- 11.4** A grievance by an employee shall be processed in the following manner:

Step 1: The employee shall discuss the grievance with his Department Head within the time limits shown in paragraph 11.2 above. The Department Head shall respond to the grievance within two (2) working days. The employee may have the assistance of a Steward at Step 1.

Step 2: Failing settlement of the grievance at Step No. 1, the employee may reduce the grievance to writing, and submit it to the Director of Human Resources within three (3) working days from the date of the Department Head's reply at Step No. 1. Such written grievance shall be signed by the grievor and state the article allegedly violated and redress sought. The employee may have the assistance of a Steward and/or a Union Representative at Step 2. The Director of Human Resources or his designate shall give his written response to the grievance within five (5) working days from the receipt of the grievance.

Step 3: Failing settlement of the grievance at Step No. 2, the Union or employee may submit the grievance to the General Manager within five (5) working days from the date of the Director of Human Resources reply at Step No. 2. The employee may have the assistance of a Steward at Step No. 3. The General Manager or his designate shall give his written response to the grievance within five (5) working days from receipt of the grievance. At this step of the grievance procedure, other management representatives, or senior officials of the Union who are not employees of the Hotel, may be present at the request of either party.

Failing settlement of the grievance at Step No. 3, the Union may submit the grievance to arbitration, within thirty (30) working days from the date of the General Manager's reply at Step No. 3, as described in Article 10.

- 11.5** If the Employer or Union wishes to file a policy grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the Union or Employer, as the case may be, within thirty (30) working days of the occurrence of the event on which the grievance is based. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article 10, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article.

The Party which receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same but, if there is no answer given in writing then it shall be deemed that the claim of the grievor has been refused. If the grievance is not settled by the Parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this Agreement within five (5) days after the expiration of the five (5) working days referred to above.

ARTICLE 12 - ARBITRATION

12.1

- A.** If either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement. All matters shall be heard by a single arbitrator.
- B.** The party requesting arbitration shall nominate an Arbitrator in its notice of intent to proceed to arbitration. Within fifteen (15) days, thereafter, the other party will respond,

either agreeing or suggesting other Arbitrators.

If the parties cannot agree on an Arbitrator within fifteen (15) days, they may then request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

- 12.2** Each Party will bear half the expenses of the Arbitrator.
- 12.3** No matter may be submitted to arbitration which has not been properly carried through all previous stages of the Grievance Procedure.
- 12.4** An arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent there with or, nor to deal with any matter not covered by this Agreement.
- 12.5** The Parties may extend, by mutual agreement, the time limits in the grievance and Arbitration procedures, as set out herein. At any stage of the grievance procedure, including arbitration, every reasonable effort will be made to accommodate a full investigation into the matters in dispute.
- 12.6** The decision of the Arbitrator shall be final and binding upon the Parties.

ARTICLE 13 - DISCHARGE CASES

- 13.1** A claim by an employee that he has been discharged unjustly from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager, within seven (7) calendar days after the employee ceases to work for the Employer. Such grievance shall commence at Step 3 of the Grievance Procedure, as herein provided.
- 13.2** When it is necessary to discharge an employee from employment from the Employer, such discharge shall take place at a meeting with the Employer, and the employee shall be provided with a letter confirming such action and a copy will be given to the Union. A Union Steward and/or Union Representative shall also attend such meeting. The Union Steward and/or Union Representative shall have the right to conduct a brief interview with the employee, at a place designated by the Employer, prior to the employee leaving the premises.
- 13.3** Discipline and discharge notices issued to the employees must contain information and reasons for which the notice is issued. Such notices should be issued to an employee as soon as the Employer is aware of the event leading to the actions and has a reasonable time to investigate the matter. A copy shall be signed by a representative of Management and the employee will be asked to sign such notices as acknowledgement of receipt of same. The signing of the notice is not an admission of guilt.
- 13.4** In all cases of discipline beginning with a verbal notice up to and including discharge, a shop

steward must be present, unless the employee specifically requests otherwise.

- 135** Employees' warning notices will be removed from the employee file after one (1) year from the date it was issued and two (2) years in the case of suspension.

ARTICLE 14 - LEAVE OF ABSENCE

- 141** Leaves of absence without pay and benefits may be granted by the Employer to an employee upon request. Such request shall not be unreasonably withheld. Seniority shall continue to accumulate while on an approved leave of absence.

- 142** Request for leave of absence must be made in writing to the Manager at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Employer's reply will be given to the employee in writing within seven (7) days following receipt of the request.

- 143** It is understood that employees on leave of absence may not use the time granted for purposes other than as declared in their request for such leave. Violation of this Article will be just cause for dismissal.

- 144** Any employee elected or appointed to a full-time position within the Union will be granted upon request one (1) year leave of absence without pay and benefits.

145 JURY DUTY

An employee required to serve on a legally constituted jury during a period when he would otherwise be scheduled to work for the Employer shall be paid the wages he would have received during this period computed on the basis of regular hours and then current rate of pay. Such employee will notify the Employer of the requirement to attend the jury and shall furnish adequate proof of the amount of jury pay received, which shall be deducted from his next pay cheque. The Employer will not require the employee to work any other than his normally scheduled hours while on jury duty but may require an employee excused from jury duty to complete the balance of the regular shift.

- 146** Employees shall be granted Maternity and Paternal Leave in accordance with the applicable Employment Standards Legislation.

- 147** In the event of the death of an employee's immediate family member, such employee shall be granted three (3) consecutive days off, without loss of pay, for the purpose of attending the funeral and/or making arrangements for such.

"Immediate family" shall include mother, father, brother, sister, mother-in-law, father-in-law, grandchild or grandparents, child, and spouse or same-sex partner.
In the event of the death of an aunt or uncle, an employee shall be provided one (1) day off

without loss of pay to attend and/or make arrangements for the funeral.

ARTICLE 15 - UNION LEAVES AND TRAINING

15.1 UNION LEAVES

- A.** The Employer shall grant Leave of Absence without pay to employees to attend Union Conventions, seminars, education classes, or other Union business.
- B.** In requesting such Leave of Absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Employer.
- C.** The request will not involve more than four (4) employees at any one time and not more than one (1) employee from any one department.
- D.** With regard to such leave of absence as in (a) above, the Union will pay the employee's wages directly.

ARTICLE 16 - UNIFORMS, LOCKERS, TOOLS AND EQUIPMENT

- 16.1** In the event that an employee loses his uniforms or tools or equipment that were supplied to him by the Employer, or fails to return them, the cost of the uniforms or tools or equipment will be deducted from the wages of the employee.
- 16.2** Uniforms remain the property of the Employer. Employees are prohibited from wearing uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.
- 16.3** The Employer will supply and clean all uniforms required for work. Minor repairs to uniforms shall be the responsibility of the employee.
- 16.4** The Employer shall supply lockers for employees and shall, in the presence of a Steward and/or employee, have the right to inspect such lockers from time to time.
- 16.5** The Employer will maintain its current practice with respect to providing winter clothing to certain of its employees.

ARTICLE 17 - MEDICAL CERTIFICATE

- 17.1** An employee remaining off duty claiming sickness, may be requested by the Employer, to produce a medical certificate justifying the cause of absence if the Employer deems it necessary due to the employee's previous performance/attendance record.

ARTICLE 18 - PERSONAL HYGIENE AND GROOMING

18.1 It is understood and agreed to, that all employees will attend to his personal hygiene, and undertake to groom himself while on duty, to the standards set out by the Employer. The purpose of this article is to ensure that all employees uphold the image of the Employer.

ARTICLE 19 - ORIENTATION AND TRAINING

19.1 In order to determine an applicant's suitability for employment within the Employer, all applicants whom the Employer considers for employment shall be required to participate in a training and orientation program for a period not to exceed three (3) hours in duration. Such time spent shall be without pay and shall not be interpreted as a guarantee of employment.

19.2 All employees shall participate, as required by the Employer, in Employer sponsored orientation and training programs without loss of their regular wages. These programs are provided to enable employees to better understand the workings of the operation and develop their skills during the course of their employment. Employees will not be called in for such training on their days off.

19.3 The Employer will introduce newly hired employees to the appropriate shop steward within the first week of employment.

ARTICLE 20 - HOURS OF WORK

20.1 Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours in the Article shall not be construed as guarantee of such hours.

20.2 Every effort shall be made to schedule two (2) consecutive days off in each week, however, it is understood in cases of emergency or for some specific work assignment it may not be possible to attain this goal. Where possible to do so, senior employees shall be provided with shift preference, subject to the requirements of the Employer. The Employer may schedule employees to work for periods of less than eight (8) hours.

20.3 Employees shall be provided with a minimum of eight (8) hours rest between shifts. For purposes of clarification, the eight (8) hours does not include any paid hours at overtime rates within that eight (8) hour period.

20.4 The Employer agrees to use its best efforts to post schedules by Wednesday.

20.5 Employees required to work overtime will be provided written authorization. A copy of this authorization will be kept with the payroll input. Where practicable, preference shall be given to senior employees for scheduled overtime opportunities.

Except as otherwise provided, employees shall receive for hours of work in excess of eight (8) hours of work daily, or forty (40) hours weekly, overtime pay at the rate of time and one half (1 ½) their hourly rate for hours of work.

- 20.6** Employees are entitled to a fifteen (15) minute break for each complete four (4) hour shift period.

All employees who are scheduled for five (5) hours or more shall be entitled to an unpaid half (1/2) hour lunch break. Notwithstanding the above, the parties agree that this duty meal will be taken on the employee's own time. Break and meal periods shall not be combined or used in a manner to leave work early without management approval.

- 20.7** Schedules may be changed only after the employee has been contacted by the Employer at least twelve (12) hours in advance of their scheduled shift.

- 20.8** All employees, other than Banquet Servers and Banquet Bartenders, who report for work on a regular scheduled shift shall be provided with four (4) hours work for that period and Banquet Servers and Banquet Bartenders, with three (3) hours of work for that period at their regular rate of pay, provided lack of work is not due to labour disputes, fire, flood or other causes beyond the control of the Employer.

- 20.9** With the approval of the Employer, employees may be permitted to trade days off with other employees without any additional cost to the Employer.

- 20.10** Regular full-time employees will not be scheduled to work for periods of less than four (4) hours unless in circumstances beyond the control of the Employer.

- 20.11** All employees will be issued an ADP registration access to the payroll system for the purpose of recording their hours at work. No allowance will be made for time on the records prior to the regular starting time, without authorization by the Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked. If an employee swipes out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond quitting time is the employee's personal time. Employees neglecting to scan in and out at all required times throughout the working hours may be subject to disciplinary action. Any employee who scans for another employee is subject to immediate dismissal.

ARTICLE 21 - BANQUET DEPARTMENT

21.1

- A.** Banquet Department Employees shall be scheduled for regular available work in accordance with their seniority standing.

- B.** For all Banquet Department employees, all hours worked in excess of forty-four (44) hours in any one (1) week or eight (8) hours in any one day will be paid for at the overtime rate of one and one half (1 ½) times the regular rate. Banquet Servers will be paid overtime after working nine (9) hours in the case of split shifts.

For clarity, banquet porters, will be excluded from this clause and their scheduling will be governed in accordance with Article 20.

- C.** Effective the date of ratification, Banquet Department employees shall receive one hundred percent (100%) of the gratuity broken down as follows:
 - i. Servers - 92.2%
 - ii. Porters - 7.8%
- D.** The Employer will continue its present practice for the life of the Collective Agreement of posting customer invoices so that the employees are aware of the total amount of gratuity charged. In addition, the Employer agrees to post a summary every two (2) weeks of gratuities charged, to coincide with the applicable pay period.
- E.** The Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charges distribution and submit an audit report in writing declaring the findings within thirty (30) days of the completion of the audit. This shall be limited to one (1) request per year.
- F.** When the Hotel is paid to place banners for a client function, the Banquet Porters will be paid ten dollars (\$10.00) for each banner they are directed to place.

ARTICLE 22 - HOUSEKEEPING

22.1 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 he will not be able to complete the assigned number of rooms or turndowns in the time allocated, he shall advise his supervisor as soon as she/he is aware. 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) The parties agree to continue the following practices: If a Room Attendant is assigned to clean on three (3) floors, they will have their room assignments reduced by one (1) credit on that particular day. If assigned to clean on four (4) floors, they will have their assignment reduced by two (2) credits.
- 5) The Hotel will continue its current practice of housekeeping room assignments.
- 6) The parties agree that if a Room Attendant's daily assignment includes six (6) rooms with two (2) double beds that have two or more occupants, they will have their room assignment reduced by one (1) credit on that particular day.
- 7) Suites on the twelfth (12th) floor will count as two (2) credits for the purposes of room assignments as will the large two-level suites on the eleventh (11th) floor.
- 8) Cots, Cribs and Fridges: The sum of two dollars (\$2.00) for the combination of set up/take down of a cot, crib or fridge by the Houseperson, for the Room Attendant and/or Houseperson, for the make-up of a cot or crib will be effective date of receipt of written notice of ratification.
- 9) The Employer and the Union agree to hold quarterly labour/management committee meetings for the housekeeping department for the purposes of dealing with housekeeping issues. It is agreed that such meetings shall be for the purposes of discussing grievances.

Up to two (2) housekeeping employees can represent the department and meetings shall not exceed two (2) hours in duration.

- 10) The Employer agrees to continue to make its best efforts to supply sufficient linen to the Linen Room for use by the Room Attendants. Room Attendants agree to stock their carts with enough linen for no more than eight (8) rooms at a time.
- 11) The Employer agrees to continue to make its best efforts to supply proper equipment and cleaning materials for use by the Room Attendants.

ARTICLE 23 - PAID (STATUTORY) HOLIDAYS

23.1 A regular full-time employee who has completed his probationary period and works the scheduled shifts immediately prior to, and following the holiday shall be paid holiday pay at his regular hourly rate for the number of hours worked. Notwithstanding the foregoing, where an employee is unable to work one of the qualifying shifts either immediately prior to or following the holiday, due to illness substantiated by a doctor's certificate, then he shall be paid holiday pay.

23.2 The Paid (Statutory) Holidays are as follows:

- 1) NEW YEAR'S DAY
- 2) FAMILY DAY
- 3) GOOD FRIDAY
- 4) VICTORIA DAY
- 5) CANADA DAY
- 6) CIVIC HOLIDAY
- 7) LABOUR DAY
- 8) THANKSGIVING DAY
- 9) CHRISTMAS DAY
- 10) BOXING DAY
- 11) EMPLOYEE ANNIVERSARY
- 12) ONE (1) FLOATING PERSONAL DAY

Where a Statutory Holiday occurs during an employee's vacation then the employee shall be entitled to one (1) day's pay or one extra day's vacation at the Employer's discretion.

23.3 In the event an employee is required to work on one (1) of the Statutory Holidays named above, and does so, they can choose to have a substitute day off in lieu without deduction in pay. The granting of the substitute day off shall require one (1) week's advance notice.

23.4 In the event an employee is required to work on one (1) of the Statutory Holidays named above, they shall receive time and one-half (1 ½) his regular rate of pay for all hours worked in addition to his holiday pay.

23.5 Part-time employees shall be exempt from the provisions of Articles 23.01, 23.02, 23.03, and 23.04 and shall be paid for Statutory Holidays in accordance with the provisions of the *Employment Standards Act*.

23.6 Employees may request and shall be granted leave of absence without pay for religious holidays, other than those holidays as herein provided.

23.7 A Floating Personal Day or Employee Anniversary Day may be taken at the employee's discretion and may include payment for the first day of sickness subject to management approval, which shall not be unreasonably denied.

ARTICLE 24 - VACATION

24.1 The Employer recognizes the need for rest and recreation on the part of its employees who are in active employ of the Employer.

24.2 Vacation pay will be accrued from earnings on all hours worked.

24.3 The entitlement to annual vacation with pay will be in accordance with the following schedule:

SERVICE:

One (1) year of service and less than five (5) year's earnings: two (2) weeks at four percent (4%.)

Five (5) years of service and less than thirteen (13) year's earnings: three (3) weeks at six percent (6%.)

Thirteen (13) years of service and less than twenty (20) year's earnings: four (4) weeks at eight percent (8%.)

Twenty (20) years of service or more earnings: five (5) weeks at ten percent (10%).

24.4 An employee with less than one (1) year of service shall be entitled to four percent (4%) of his earnings as vacation pay.

24.5 For the purpose of qualification on the basis of service for any benefits under this Collective Agreement such service will be calculated from the latest date of hire.

24.6 Employees shall be required to use their annual Vacation Entitlement, as provided for herein, in the current vacation year and shall not be permitted to carry over any unused entitlement into the following year, without the written permission of the Employer.

Where two or more employees request at the same time, for the same Vacation period, preference shall be provided to the most Senior employee. Subject to the requirements of the Employer, an effort shall be made to accommodate vacation requests of employees.

ARTICLE 25 - GENERAL PROVISIONS

25.1 TOUR BAGGAGE

Effective from date of ratification where the Employer is able to negotiate with tour operators for a premium for baggage handling, a premium of three dollars (\$3.00) for incoming baggage and three dollars (\$3.00) for outgoing baggage shall be paid to bell staff.

The current practice of negotiating for three dollars (\$3.00) where possible, shall continue.

25.2 DINING ROOM GRATUITIES

The Employer will maintain its current practice for the life of the Collective Agreement regarding fifteen percent (15%) automatic gratuity for a party of eight (8) or more persons in its dining facility. The Employer shall not be liable to pay such gratuity to an employee where the customer refuses its payment due to poor service.

The Employer will continue its present practice with respect to paying a fifteen percent (15%) gratuity on vouchers.

The Employer agrees to provide a tip option on the Starbucks debit machine.

25.3 EMPLOYEE RECORD CHANGES

It shall be the responsibility of all employees covered by this Collective Agreement to advise the Employer of any change of address, telephone number, dependent status or name change.

25.4 HEALTH AND SAFETY

The Parties agree that they will mutually co-operate and maintain reasonable standards of health and safety in order to prevent injury and illness and comply fully with the applicable *Health and Safety Legislation* of the Province of Ontario.

Where the Employer requires certain of its employees in the classifications of Maintenance, Stewarding and Banquet Porter and Housekeeping House persons to wear safety shoes, the Employer shall reimburse the employees for the cost of such shoes to a maximum of sixty-five dollar (\$65.00) in each contract year. The employee shall present a proper receipt to obtain such reimbursement. Flat sixty-five dollars (\$65.00) allowance per year for employees in the classifications of Maintenance, Stewarding, Porter, Housekeeping House persons.

25.5 TECHNOLOGICAL CHANGE

The Employer agrees to provide advance notice to employees and the Union of any changes in technology, wherever possible.

25.6 SMART SERVE CERTIFICATION

All employees who, as part of their regular duties, are required to serve alcoholic beverages shall be "Smart-Serve Certified". The Employer shall provide and pay for such training.

25.7 The Hotel agrees to seek bids from 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 \$10,000.

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 this Article.

25.8 The parties acknowledge that there are existing customs and practices in the kitchen which will be maintained for the duration of this collective agreement. The parties intend no further erosion of bargaining unit work in the kitchen being fully performed by bargaining unit members, including the continued opportunities for training and promotion. A subcommittee of two (2) from each party shall verify existing custom and practice.

ARTICLE 26 - ONTARIO HUMAN RIGHTS CODE

26.1 The parties agree to comply with the *Ontario Human Rights Code*, R.S.O. 1990, c.H.19 as amended.

26.2 The Parties agree to comply with the terms of the *Ontario Human Rights Code* and shall not discriminate for reasons of ancestry, race, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability handicap in accordance with those definitions provided within the *Ontario Human Rights Code*.

ARTICLE 27 - SCHEDULES

27.1 The following schedules are attached hereto and form part of this Agreement:

- Schedule "A" - Departmental Classifications and Hourly Wage Rates for Full-time and Part-time Employees
- Schedule "B" - Group Life, Dental, Pension, and Medical Benefits
- Schedule "C" - Grandfathering of Local 280 Members
- Schedule "D" - Retirement Allowance
- Schedule "E" - Union Funds

ARTICLE 28 - RETROACTIVITY

28.1 All provisions of this Collective Agreement which represent a change over the previous Collective Agreement are to be effective on date of ratification, unless as otherwise specified herein. Operational changes which do not have a specified date will be implemented as soon as reasonably practicable following the date of ratification.

ARTICLE 29 - SUCCESSORSHIP

29.1

- A.** In the event that the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such voluntary sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union, and furnish a copy of the written assumption agreement to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest. The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.
- B.** This subsection applies when separate, unaffiliated entities own and operate the Hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement.

It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, the Owner shall ensure that while the Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require a written assumption of the collective bargaining agreement between the Employer and the Union, including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union and the Owner shall furnish a copy thereof to the Union. Further, should the Owner or a direct or indirect subsidiary of the Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which the Owner is a party, the Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the collective bargaining agreement between the Union and the Employer and furnish a copy of the assumption to the Union. The foregoing retention obligation does not create any new tenure rights in employees or the

Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.

- C** The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third-party subject to the provisions of section (b) in the following sentence.

The Owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (a) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (b) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan.

The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave).

- D.** If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees who have consented, if required by law, except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.
- E.** The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Canada's *Bankruptcy and Insolvency Act* with respect to the Hotel or with respect to a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not

voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice.

- F. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.
- G. The obligations of this section shall expire one (1) year following the expiration of the Successor Collective Agreement, i.e. January 31, 2025. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

ARTICLE 30 - TERMINATION

30.1 This Agreement shall be from date of ratification and remain in force until it terminates on January 31, 2024 and shall continue in force from year to year thereafter, unless in any year not more than sixty (60) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 26th day of May, 2022.

KSD ENTERPRISES LTD.

UNIFOR AND ITS LOCAL 112

Lapman

SCHEDULE "A" - WAGES

		Current	February 1, 2023	August 1, 2023
			1%	1%
Housekeeping				
Room Attendant		\$ 21.30	\$ 21.51	\$ 21.73
Houseperson		\$ 21.30	\$ 21.51	\$ 21.73
Front Office				
Bell Person		\$ 15.48	\$ 15.63	\$ 15.79
Bell Captain		\$ 17.18	\$ 17.35	\$ 17.53
Food and Beverage				
Orchid Café Server		\$ 14.52	\$ 14.67	\$ 14.81
Server		\$ 13.50	\$ 13.64	\$ 13.77
Cashier/Hostess		\$ 18.84	\$ 19.03	\$ 19.22
Pantry Attendant		\$ 18.82	\$ 19.01	\$ 19.20
Starbucks				
Barista		\$ 15.54	\$ 15.70	\$ 15.85
Sanitation				
Cleaner-Stewarding		\$ 18.84	\$ 19.03	\$ 19.22
Staff Cafeteria				
Helper		\$ 19.60	\$ 19.80	\$ 19.99
Laundry				
Washer		\$ 21.30	\$ 21.51	\$ 21.73
Utility Worker		\$ 21.29	\$ 21.50	\$ 21.72
Communications				
Operator (day)		\$ 19.61	\$ 19.81	\$ 20.00
Maintenance				

Lead Mechanic		\$ 31.54	\$ 31.86	\$ 32.17
Painter		\$ 30.39	\$ 30.69	\$ 31.00
Mechanic		\$ 25.60	\$ 25.86	\$ 26.11
General		\$ 22.62	\$ 22.85	\$ 23.07
Banquets				
Porter		\$ 18.07	\$ 18.25	\$ 18.43
Server		\$ 13.50	\$ 13.64	\$ 13.77
Head Banquet Server		\$ 13.70	\$ 13.84	\$ 13.98
Banquet Bartender		\$ 13.50	\$ 13.64	\$ 13.77
Orchid Café				
Busperson		\$ 17.31	\$ 17.48	\$ 17.66
Kitchen				
Cook I		\$ 28.40	\$ 28.68	\$ 28.97
Cook II		\$ 24.65	\$ 24.90	\$ 25.15
Cook III		\$ 22.62	\$ 22.85	\$ 23.07
Lot 41 Social Bar and Table				
Lead Mixologist		\$ 19.79	\$ 19.99	\$ 20.19
Mixologist		\$ 18.69	\$ 18.88	\$ 19.07
Server		\$ 13.50	\$ 13.64	\$ 13.77
Runner		\$ 17.31	\$ 17.48	\$ 17.66

NOTE:

- 1) The Company may pay one dollar (\$1.00) less than the rates shown in Schedule "A" during the employee's probationary period.
- 2) The Parties hereto agree that as a result of their negotiations the Wage Rates, as set out herein, comply fully with the requirements of the *Pay Equity Act*.
- 3) When an employee is assigned to "Pot Washer" duties he shall be paid a premium of one dollar (\$1.00) per hour for all hours worked on these duties.
- 4) Where an employee is required to work on the night shift and where the shift commences on or after 11:00 p.m., he shall be paid a premium of forty cents

(\$0.40) per hour provided that such a night premium is not already included in the employee's basic rate of pay.

- 5) When a Cook II or Cook III is assigned to work as a "Line Cook" he shall receive a premium of eighty-five cents (\$0.85) per hour for all hours worked in this function.

SCHEDULE "B" - GROUP LIFE, DENTAL, PENSION AND MEDICAL BENEFITS

The Employer agrees to contribute two dollars and ten cents (\$2.10) per hour paid per employee in the bargaining unit who has successfully completed probation to the Millworkers Health & Welfare Plan (Unifor) Fund. Effective May 27, 2021, this rate will increase to two dollars and thirty cents (\$2.30). Effective February 1, 2022, this rate will increase to two dollars and thirty-five cents (\$2.35). Effective February 1, 2023, this rate will increase to two dollars and forty cents (\$2.40). Contributions for each month will be paid by the 15th of the following month (e.g. April 2021's contributions are due 15th May, 2021 and so on).

It is understood that "hours paid" includes holidays, vacations, parental leave, disability and sickness (non-work related) and adjustments to pay cheques. In addition, the Employer will continue to make contributions on behalf of the employee for the first month of an authorized leave of absence.

For greater certainty, the Employer is responsible for any Provincial or Federal sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.

All health and welfare payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received by the trust of the Millworkers Health & Welfare Plan (Unifor) Fund prior to the fifteenth (15th) day of the following month.

The Employer will be responsible for the loss of benefits to any employee because of any Employer's default action in payments.

REVIEW OF EMPLOYER'S PAYROLL RECORDS:

The Employer will allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made.

In the event the Trustee intends to review the Employer's payroll records, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

Contribution reports:

The Employer will submit to the Plan Administrator, a report that shows:

- A. the pay period
- B. For each employee: name, SIN, status (f/t or p/t), hours paid, department, classification, address and phone number
- C. Total hours paid
- D. Total contribution
- E. Total taxes paid
- F. Total amount of cheque

Upon request, the Employer will submit the above listed information on disk or electronically, if feasible.

INTEREST ON DELINQUENT CONTRIBUTIONS

The Trustees of the Millworkers Health & Welfare Plan (Unifor) Fund may charge interest on contributions to the Health and Welfare Trust which are overdue by more than thirty (30) days at the rate of the Scotiabank 30-day GIC rate on the first day of the month in question plus two percent (2%) compounded monthly.

NEW BENEFITS:

Upon a decision of the Trustees of the Millworkers Health & Welfare Plan (Unifor) Fund to change or improve benefits the employer will cooperate with the Plan Administrator in the introduction of any new benefit to eligible members, or change in benefits.

B.2 PENSION PLAN

The Employer agrees to contribute to the Millworkers Unifor Pension Plan on behalf of its full-time employees subject to the conditions that the contributions shall be made for all regular hours worked by each full-time employee under the scope of this Agreement, and who has completed his probationary period. The full-time employee will contribute by payroll deduction, an amount equal to the amount contributed by the Employer. The level of contributions for each, the Employer and the employee, shall be as follows:

Effective February 1, 2020 - one dollar and eighteen cents (\$1.18)

SCHEDULE "C" - GRANDFATHERING OF LOCAL 280 MEMBERS

Only the following employees are covered under this schedule:

Teresa Fata	Server
Manny Romaris	Mixologist

HEALTH AND WELFARE BENEFITS:

Members will continue to be covered under the non-union health and welfare benefit program (currently Sun Life) with the option of switching to the Millworkers Health & Welfare Plan (Unifor) Fund as outlined in Schedule "B". Management reserves the right to change benefit providers with the provision that current benefits will not be decreased.

SICK LEAVE ALLOWANCE:

All Employees listed above will be entitled to accumulate paid sick leave at the rate of six (6) days per calendar year at the rate of one-half ($\frac{1}{2}$) day per month worked to a maximum of eighteen (18) days entitlement. Payment of such sick leave is conditional upon the following requirements:

- 1)** The Employee will provide a doctor's certificate confirming such illness if requested to do so by the Employer. The Employer reserves the right to request a medical certificate from a doctor specified by the Employer.
- 2)** The Employee will notify the Employer as soon as possible of his expected absence and in any event no later than the time of his regularly scheduled shift.
- 3)** Sick leave allowance will not be paid for illness or accident within the vacation of an employee.
- 4)** In no event will an Employee be entitled to payment for sick days accumulated and unused.
- 5)** Payment for time away from work will be determined by the approved hours of work posted for the Employee during the absence on the workschedule.

HOLIDAY PAY:

In addition to holidays outlined in Article 23, the employees listed above are entitled to holiday pay for all hours worked after 6:00 p.m. on Christmas Eve.

VACATION:

Employees listed above are entitled to vacation pay of four (4) weeks after ten (10) years of service at eight percent (8%) of earnings.

The employees listed above are members of Unifor and are covered by the Collective Agreement between the parties except as specifically modified above.

SCHEDULE "D" - RETIREMENT ALLOWANCE

For those employees whose age and service equal 75 and who choose to retire at or 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 whose age and service equal 75 and who choose to retire at or 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 whose age and service equal 75 and who choose to retire at or 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 whose age and service equal 75 and who choose to retire at or 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 whose age and service equal 75 and who choose to retire at or after the age of 64 and on or before their 65th birthday 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, this Schedule applies to full-time employees and part-time seniority employees only.

SCHEDULE "E" – UNION FUNDS

PAID EDUCATION FUND (PEL)

The Employer agrees to contribute three cents (\$0.03) per hour worked, effective the date of the first pay period closest to ratification, per employee to the Unifor Paid Education Leave Fund.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING No. 1 Re: CONTRACTING OUT

No current employee can be laid off due to sub-contracting during the term of this agreement.

LETTER OF UNDERSTANDING No. 2 Re: MAINTENANCE / CULINARY

The Employer will provide maintenance employees and cooks sixty dollars (\$60.00) per year to replace their broken tools or knives.

LETTER OF UNDERSTANDING No. 3 Re: GRATUITIES – HOTEL FUNCTIONS / HOTEL STAFF

The hotel will continue its current practice for the life of the Collective Agreement of providing a gratuity of ten percent (10%) for charged staff meals and Hotel sponsored functions.

LETTER OF UNDERSTANDING No. 4: Re: VALET PARKING

Where the Hotel continues its current practice for Valet Parking, Bell Persons will receive eight dollars (\$8.00) for each car parked for the life of the Collective Agreement.

LETTER OF UNDERSTANDING No. 5: Re: MAINTENANCE DEPARTMENT COURSES

Where the Employer requires a Maintenance Department Employee to attend courses, the Employer shall pay 100% of the cost of tuition for such courses.

LETTER OF UNDERSTANDING No. 6: Re: BANQUET WORK OPPORTUNITIES

The Employer agrees to cooperate with the Union in establishing a referral system for Banquet work opportunities.

LETTER OF UNDERSTANDING No. 7: Re: PRIOR WORK

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.

LETTER OF UNDERSTANDING No. 8 Re: 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.

LETTER OF UNDERSTANDING No: 9 Re: EQUAL OPPORTUNITIES 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.

LETTER OF UNDERSTANDING No. 10 Re: 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.

LETTER OF UNDERSTANDING No: 11 Re: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES

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

AND WHEREAS the Employer 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 Employer and the Union;

AND WHEREAS the parties agree that the Employer shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the Unifor Local 112 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be disbursed by consensus decision of a committee which shall include Mandie Abrams or substitute, a member of the human resources department or his/her substitute, and one (1) Union appointed bargaining unit member.

THEREFORE, BE IT RESOLVED that the Union and the Employer 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 Employer 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.

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

LETTER OF UNDERSTANDING No. 12: Re: RENOVATIONS

The Employer expects that there will be a Hotel renovation during the term of the 2018-2021 collective agreement. The renovation may result in a temporary layoff of employees. At the completion of the Hotel renovation, all employees will be recalled to work, regardless of the length of the renovation. The recall language in the collective agreement will not apply during

the term of the 2018-2021 collective agreement to employees affected by renovation.

All Employees will be recalled to the position they held prior to the renovation, if it still exists, or to a comparable position if it does not, subject to them having the skill, ability and efficiency to do the job. During the Hotel renovation, the Employer agrees to make contributions to the health and welfare plan for a maximum of thirty (30) days.

LETTER OF UNDERSTANDING No. 13: Re: RACIAL JUSTICE ADVOCATE

The Parties agree to identify a Unifor Racial Justice Advocate elected or selected by the Local Union, among the employees in the bargaining unit.

The Racial Justice Advocate is an individual who identifies as Black, Indigenous or a Person of Colour (BIPOC).

The Racial Justice Advocate is a workplace representative who will assist and provide support for BIPOC workers.

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