

COLLECTIVE AGREEMENT

Between:

UNIFOR AND ITS LOCAL 112



And:

**CYM TORONTO GP INC., KINGSETT REAL ESTATE
GROWTH LP NO. 5**

operating as the

Courtyard by Marriott Downtown Toronto

(Hereinafter referred to as "the Employer" or "the Company")

Effective: February 1, 2021

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PURPOSE

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 of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Employer and employees covered by this Agreement, and to assist the Employer in the most efficient operation of its business.

Where used in this Agreement, except where expressed otherwise, all time limits exclude Saturdays, Sundays and Holidays.

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

ARTICLE 1 – SCOPE

The agreement shall apply to all employees of the Employer save and except supervisors, persons above the rank of supervisor, sales, security, purchasing, office, front desk, parking, concierge and night-audit staff.

- 1.01** All employees who regularly work twenty-four (24) hours or more in any one week will be classified as full-time employees of the Employer.
- 1.02** When the feminine gender is used, it shall mean either masculine or feminine. Terms importing the singular shall be deemed to include the plural unless the context requires otherwise.
- 1.03** "Part-time Employee" means an employee employed in the bargaining unit who regularly works less than twenty-four (24) hours per week or as amended in paragraph G1.
- 1.04** Articles 25.1, 25.2, 25.4, 15, and Schedules C, D, and F (re: vacations, paid holiday privileges, bereavement leave and pension plan) shall not apply to part-time employee classifications except where specified in such schedules.
- 1.05** For purposes of greater clarity, employees will only change status in accordance with the following:
 - A.** A full-time employee will become part-time only by mutual consent.
 - B.** A part-time employee will become full-time if the employee has worked an average of twenty-four (24) or more hours per week calculated over a twenty-six (26) week period on January 1 and July 1 of each year. The employee will go to the bottom of the full-time seniority list based on his/her classification seniority date.

In computing hours worked for employees, these shall include: paid holidays, vacations, authorized Leave of Absence, authorized sick leave and WSIB. For an employee who has

been granted an authorized absence over one (1) month, the hours will be calculated by averaging the previous twelve (12) month period prior to the last day worked.

- 1.06** The Employer shall insure that any new hires within the references of the existing scope of the General Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.
- 1.07** In the event a new classification is established, the Employer will determine the wage schedule and review the position with the Union. If there is a dispute over the wage schedule, the matter may be referred to Grievance under the Management/Union Policy Grievance Procedure, with the understanding that any wage rate set by an arbitrator, must be within the norm for the industry. The company will endeavor to notify the Union of any new classifications at the earliest possible time.
- 1.08** The Union and Employer agree that employees who are not covered under the scope, will not be normally scheduled to work and perform duties under any of the classifications unless in an emergency.
- 1.09** In any event, no employees shall lose any hours as a result of the placement of any co-op students or trainees.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer acknowledges that the employees of the Employer in the unit described above have selected the Union as their sole and exclusive collective bargaining agent, and recognizes the Union as such for all employees in the said unit.

ARTICLE 3 – RELATIONSHIP

- 3.01** 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 activity or lack of activity in the Union.
- 3.02** The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union officials.
- 3.03** Properly authorized representatives of the Union shall be permitted to enter the premises, at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the members.

Notice upon entering shall be given to a representative of Management. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably

disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to this Collective Agreement.

3.04 The Employer will introduce the new hires to the Union Steward, during weekly orientation. The Union Steward may provide the new hires with a copy of the Collective Agreement and any other pertinent information relating to the Union.

3.05 The hotel will provide, if available, a meeting room at no extra cost to the Union to address new hires.

3.06 Union Buttons

All employees shall be permitted to wear the current Union button, as set out below. Changes to the button will require Employer consent.

ARTICLE 4 – UNION SECURITY AND UNION OFFICE

4.01 The parties hereto agree to compulsory check off for all employees who come within the scope to which this Agreement applies, including probationary employees. All deductions shall be collected from the employee's first pay in each month.

4.02 The Employer agrees to deduct initiation fees, Union Dues and assessments on the employee's first pay period, upon receipt of a signed authorization by the employee. Such authorization to be completed and signed by the employee on commencement of employment. 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 Membership cards will be supplied to the Employer by the Union.

Union Office

4.03 All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to and received by the Treasurer of the Local Union on the 15th day of the month following deductions.

All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.

Accompanying the submission of deductions will be a list of bargaining unit employees. The list will be sent in electronic 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. employee's full-time or part-time status, date of birth, updated address and telephone numbers (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, gender and wage rate;

B. the amount of dues/initiation fees/assessments deducted for each member;

C. if no sums are deducted for a member, the reasons therefor (e.g. sick, WSIB leave, lay-off, quit or termination). Note: this provision is subject to the Employer's technological capability without additional cost;

D. the aforementioned list will be provided electronically if requested by the Union and if feasible to do so;

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.

4.04 All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.

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

4.06 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 by the Employer and the Union that this paragraph also covers working conditions, so long as it does not prevent the Employer from maintaining an adequate and qualified work force, or infringe on the Management Rights clause as set out in this Agreement.

4.07

A. It is understood that the amount of initiation fees and dues is determined by the Local Union or by the National Union and can be changed by the Local Union or by the National Union at any time to comply with such Local or National decision regarding same.

This authorization to check off initiation fees and/or dues, or to change the amount that is deducted in respect of initiation fees and/or dues will result in both the Employer and the Local Union being held harmless.

B. Any change in the amount of initiation fees or dues that the Union directs the Employer to deduct from employee's pay cheques will be implemented by the Employer, provided that the Union gives the Employer at least forty-five (45) days' written notice of the change prior to the beginning of the first pay period in the month in which such change is to become effective.

4.08 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:

A. The employee's status becomes acceptable to the Union during this time; or

B. The employee makes claim in writing to the Employer that the Union action is unjust and that he requests the matter be taken up through the grievance procedure of this agreement.

4.09 The Union agrees to defend and to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

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

4.11 The Employer agrees to show on each employee's T4 Slip the amount of Union dues deducted.

ARTICLE 5 – RESERVATION OF MANAGEMENT RIGHTS

5.01 The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:

A. maintain order, discipline and efficiency;

B. hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this agreement;

C. the right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;

D. it is agreed that the Employer may, at its discretion, issue and enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;

E. limit, suspend or cease operations, subcontract, or make necessary arrangements due to a change in the Employer's policies;

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

ARTICLE 6 – NO STRIKES OR LOCK-OUTS

- 6.01** The Employer agrees that during the term of the Agreement it will not cause or direct any lock-out of its employees, and the Union agrees that during the term of the Agreement there will be no strikes or other collective action of employees covered by this Agreement which will stop or interfere with production of services.
- 6.02** The words "strike" or "lock-out" in this Agreement shall mean "strike" and "lock-out" as defined in the *Ontario Labour Relations Act*.
- 6.03** Any Employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.
- 6.04** If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 7 – HUMAN RIGHTS

- 7.01** The Company and the Union will not condone personal harassment of any sort or discrimination that is based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, family status, marital status or disability or for any other grounds declared unlawful by Ontario Human Rights Legislation.
- 7.02** The parties agree to comply with the *Ontario Human Rights Code*, R.S.O 1990, c.H.19, as amended.

ARTICLE 8 – NEGOTIATING COMMITTEE

- 8.01** The Union Negotiating Committee will include up to five (5) employees who have completed their probationary period.
- 8.02** Members of the Union Negotiating Committee will be paid their regular hourly rate for time lost negotiating.

- 8.03** One gratuity earning member for 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.
- 8.04** Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Management Committees.

ARTICLE 9 – UNION STEWARDS

- 9.01** The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards, one of which would be the Chief Shop Steward for the hotel, to assist employees in presenting their grievances to the Employer. There will be no more than one Steward per department as outlined below with the exception of housekeeping where there will be a maximum of two (2). 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. The Departments will be as follows:

Housekeeping x2
Banquets
Food and Beverage
Kitchen
Maintenance
Services (Bell and Switchboard)

- 9.02** The Union will inform the Employer in writing of the identity of the Stewards and the Employer will not be obliged to recognize such personnel until it has been so informed.
- 9.03** It is understood that Stewards, committee members and other Union Officers will request permission from her immediate supervisor, which will not be unreasonably withheld, in order to deal with the grievances of employees, or with other Union business, and that in accordance with this understanding the Employer will compensate such employees for time spent in negotiating with Employer, in handling grievances of employees, and attending meetings of the Grievance Committee as well as educational seminars, at their regular rate of pay, and that this does not apply to time spend on such matters outside of regular working hours.

Payment of time off, at the regular rate of pay, to attend Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union shall be required to notify the Employer at least two (2) weeks in advance and that this article will not prevent the Employer from maintaining an adequate and qualified work force.

- 9.04** The Union acknowledges that Stewards, members of committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission of their department head and will give any

reasonable explanation which may be requested with respect to their absence. In the event that the department head is absent they will appoint an alternative person to act on their behalf.

- 9.05** 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.

- 9.06** Where a Shop Steward, Union Committee Member or Union Official employed by the Employer is temporarily absent with permission, for the purpose of Union business, as aforesaid, they shall receive their regular straight time rate of pay during such period of absence, provided that the Employer shall not be obliged to make any payment for time spent by a Steward, committee member or Union Official outside their regular working hours.

ARTICLE 10 – DISCIPLINE, DISCHARGE AND DISCUSSION

- 10.01** Discipline notices issued to the Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to her actions and has a reasonable period of time to investigate the matter. The Union shall provide a list of names in all group grievances no later than the second step and the Employer shall have a reasonable period of time to investigate the matter. A copy shall be signed by a Management representative and the employee will be requested to sign such notices as acknowledgment of receipt of same. The signing of this notice is not an admission of guilt.

- 10.02** If an employee has any complaint or question which she wishes to discuss with the Employer, she shall take the matter up with her Department Head and she shall be accompanied by her Department Steward if she requests such assistance.

- 10.03** In all cases of discipline every effort shall be made to find a Union Steward, however if a Union Steward is not present, this shall not void the discipline. If no Union Steward is present, then the employee may request the presence of another employee as a witness.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01** It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within five (5) business days of the incident and it is generally understood that an employee has no

grievance until she has first given her department head an opportunity of adjusting her complaint.

- 11.02** If an employee has any complaint or question which she wishes to discuss with the Employer she shall take the matter up with her department head and she shall be accompanied by her department steward if she requests such assistance.
- 11.03** If such complaint or question is not settled to the satisfaction of the employee concerned within one (1) business day or within any longer period which may be mutually agreed at the time, then the following steps of the grievance procedure may be invoked in order.

Step No. 1

Within five (5) business days following the response of the complaint, the Union Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate department head of the employee concerned.

After such discussion as is necessary, the department head shall state their decision or their refusal to make a decision in writing with appropriate reason, and deliver a copy to the Union Steward within one (1) business day, or a time mutually agreed upon.

Step No. 2

- (i) Within five (5) business days of the Step 1 response, a meeting shall take place between Union Representative(s) and a manager or a senior member of management who has not previously been involved in the case.

At this meeting, the Union Representative of the Local shall be present to give evidence as to the circumstances of the grievance. If the grievance is not then settled to the satisfaction of both parties within a period of two (2) business days, or within any longer period as may be mutually arranged at the time, then at the request of either party to this Agreement, the grievance may be referred to arbitration.

- (ii) If arbitration is to be invoked, the request for arbitration must be made in writing ten (10) business days (excluding Saturdays, Sundays and Statutory Holidays) or within any longer period as may be mutually agreed in writing, after the grievance has been dealt with in Step No. 2, and the parties will make every effort to fully disclose all documentation prior to arbitration.

11.04 Management and Union Grievances

If during the life of this Agreement a dispute should arise between the Union and the Company concerning the interpretation, application or alleged violation of the Agreement, then the

aggrieved party may submit the alleged complaint to the other party in writing giving full particulars of the matter.

This complaint must be given to the General Manager or the Union Staff Representative, as the situation may demand, within thirty (30) calendar days of the incident or occurrence that gave rise to the complaint becoming known or should have become known. When the complaint is given to the other party, it shall be treated as a grievance commencing at Step 2.

11.05 Arbitration of Grievances

- A. When either party requests that a grievance be submitted to arbitration it shall make such request in writing addressed to the other party, and, at the same time either propose a single arbitrator or name a nominee to a three (3) person Board of Arbitration.
- B. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- C. Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board, if any.
- D. If a single Arbitrator is requested, that party shall in its notice of intent to proceed to arbitration, nominate an Arbitrator. 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.
- E. If a Board of Arbitration is requested, the party in its notice shall nominate a Nominee. Within fifteen (15) days thereafter, the other party will nominate a Nominee. The two (2) Nominees shall meet immediately, and, if within five (5) business days they fail to settle the grievance, they shall attempt to select a Chairperson of an Arbitration Board. If they are unable to agree upon such Chairperson within a further period of ten (10) days, either Party may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairperson, within a thirty (30) day period.
- F. Arbitrators shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter modify or amend any part of this Agreement.
- G. No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure unless the parties agree otherwise.
- H. The proceeding of the Board or Single Arbitrator will be expedited by the parties hereto, and the decision of the majority of such Board or Single Arbitrator will be final and

binding upon the parties hereto. If a majority decision is not possible, then within a ten (10) day period, the decision in writing of the Chairperson shall be final and binding upon the parties hereto.

- I. At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to fully investigate all the circumstances.

11.06 DISCHARGE CASES

A. It is recognized that an employee's period of probation is the first fifty (50) days worked for full-time employees and one hundred and seventy-six (176) hours worked for part-time employees.

The Union acknowledges that probationary employees may be disciplined or discharged for a lesser standard than may warrant the discipline or discharge of a non-probationary employee. The Employer shall in its evaluation of probationary employees act in good faith taking into consideration the employees conduct, attitude, attendance and appearance.

B. Claim by an employee (subject to 11.6 (a)) that she has been unjustly discharged from her employment shall be treated as a grievance if a written statement of such grievance is lodged with the manager of the Hotel within five (5) business days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

C. Such special grievances may be settled by confirming the management's action in dismissing the employee (subject to 11.6 (a)), or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

D. When an employee has been dismissed she shall have the right to interview her Steward for a reasonable period of time before leaving the premises.

E. The Employer shall in its evaluation of probationary employees act in good faith taking into consideration the employee's conduct, attitude, attendance and appearance.

F. This does not prevent a probationary employee who has completed his fourteen (14) working days worked from lodging a grievance either at Step 1 for discipline or Step 2 in the case of discharge.

G. No employee shall be disciplined or discharged on her day off. In any event, the Employer reserves the right to instigate disciplinary action should an employee engage in misconduct while on the Employer's premise on her day off.

11.07 Policy Grievance

If a question relating to the interpretation or administration of the Collective Agreement arises, the Employer or the Union may file a policy grievance commencing at Step 2 of the Grievance Procedure.

ARTICLE 12 – SENIORITY

- 12.01** An employee will be considered on probation and will not be placed on a seniority list until after she has completed the first fifty (50) days worked for full-time employees and one hundred and seventy-six (176) hours worked for part-time employees.
- 12.02** Seniority lists based upon the date on which employees commenced to work in the hotel shall be established for each department and food and beverage outlet and will be supplied to the Union. It is agreed that the Employer shall provide a current seniority list to the Union and post on the Union board said list on 1st of February and 1st of September each year. Notwithstanding, the Union may request a list at other times. Where two (2) or more employees have the same start date, the order of seniority for these individuals will be determined by a simple “draw from the hat.”
- 12.03** When by reason of physical infirmity or other disability, an employee becomes unfit to discharge the duties of her occupation; she may be removed from the seniority list of such occupational classifications. This article will be applied in conformity with prevailing legislation.
- 12.04** When an employee is transferred to another department or food and beverage outlet in the bargaining unit, she retains house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, she must start accumulating seniority in that new department or food and beverage outlet. When the transfer is for less than the probationary period and the employee is returned to the original department or food and beverage outlet within that period of time, the seniority for that employee will continue to accumulate in the original department or food and beverage outlet during the employee’s absence.
- 12.05 Temporary Transfers** – In the event an employee is assigned to a job other than that to which she is permanently assigned for a minimum of one (1) hour or more, she shall receive her own rate or the rate of the job to which she is assigned, whichever is the higher, for all hours worked in the assigned position.
- 12.06** An employee cannot be transferred or assigned to a job outside of her department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the employee and supervisor. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of management.

12.07 Department Seniority will be the governing factor in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability and efficiency are equal.

12.08 House seniority applies to benefits and vacation accrual.

Job Classification seniority applies to entitlements such as who gets choice of available days off, vacation scheduling, and available weekly shifts. Job seniority by classification applies to lay-offs and recall.

12.09 Where it is necessary to reduce the work force in a department or food and beverage outlet, job classification seniority will be the guiding factor.

12.10 When recalling employees to work after lay off, they shall be recalled in inverse order to that in which they are laid off.

12.11 In the case of a lay off in any one department or food and beverage outlet, for a period that exceeds two (2) normal work weeks, the employee with the most seniority will have the right only to bump the employee with the lesser seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available following the two (2) week waiting period, provided they are willing to do the job and they have the skill, ability, and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.

12.12 Part-time employees have seniority only within the part-time classification. Part-time employees are subordinate to full-time employees. Where a part-time employee becomes full-time, her classification and departmental seniority date will be the date at which she became full-time. Where a full-time employee becomes part-time, classification and departmental seniority will remain the same, but on the part-time seniority list (which is subordinate to the full-time list).

12.13 It shall be the duty of the employee or laid off person to notify the Employer's Human Resources office promptly, in writing, of any change in her address or telephone number; if an employee or laid off person shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach her and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third (3rd) day after it was sent.

12.14 Should the Hotel close a food and beverage outlet, the affected employee may exercise her seniority and displace an employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser classification seniority providing the employee has the skill, ability, and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability, and efficiency to do the job are equal then classification seniority will be the governing factor and the employee shall retain house seniority, while being required to accumulate departmental seniority in her new occupation.

Should the hotel close a department the Employer will undertake to place the affected employee into another department, if a position is available and the employee has the skill and ability to do the work involved.

Where skill and ability are equal then seniority will be the governing factor and the employee shall retain their house seniority while being required to accumulate their departmental seniority in their new occupation.

Should no suitable position be available then the affected employee shall have the following option:

- A. The employee may elect to stay on the seniority list for a period of fifty-two (52) weeks and be subject to recall for suitable employment as noted above; or
- B. The affected employee may elect to accept severance pay in accordance with the *Employment Standards Act*, for the Province of Ontario and be removed from the seniority list.

12.15 The hotel will provide at least 60 (sixty) days' notice of closure of a food and beverage outlet. This does not apply for closure due to routine maintenance and/or refurbishment.

12.16 An employee shall lose all seniority and shall be deemed to be terminated if she:

- A. Voluntarily leaves the employ of the Hotel;
- B. Is discharged and is not reinstated through the grievance or arbitration procedure;
- C. Is laid off for a period of fifty-two (52) weeks after which they may be struck from or be retained on the seniority list with the consent of the parties to this agreement, which shall not be unreasonably withheld;
- D. Fails to signify her intention to return to work within five (5) days after being recalled and/or fails to report to work within ten (10) days after being recalled unless a reason satisfactory to the Employer is provided;
- E. Works for another Employer or is self-employed while on a leave of absence, unless approved by the Employer.

(Note: the Employer ensures that employees granted leaves of absence are aware of this provision);

F. Is absent due to non-occupational illness or injury for a period of one (1) year or is absent for two (2) years due to occupational illness or injury subject to the Employer's obligation under prevailing legislation.

ARTICLE 13 – SUBCONTRACTING

13.01 Notwithstanding the terms and conditions in the Management Rights clause (subcontracting) to further clarify the intent of the parties to this Agreement, should Management exercise their prerogative of subcontracting within the scope of the Agreement, Management will otherwise assign or offer alternative employment to the displaced person(s) providing such person(s) are willing to accept the position and working conditions that are available and Management is not restricted in maintaining a fully qualified work force as a result.

Notwithstanding the above, the Parties further agree the person(s) affected by the application of this section of the Agreement will not receive a lesser rate of pay than that received at the time the position change was made.

13.02 It is further understood and agreed that this section is not applicable when Management is closing an area for a reasonable period of time that is to be renovated or refurbished.

13.03 The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union Officer prior to implementation.

13.04 If a food and beverage outlet is to be leased, the Employer will advise those affected employees immediately so that they may join the new employer or elect to seek alternative employment within the hotel in accordance with Article 12. However, it is understood that notice to those affected employees will not be less than seven (7) days.

13.05 The Employer will, prior to the commencement of the lessee's term, arrange a meeting between the Union, the lessee, and the Hotel. The purpose of the meeting is to inform the lessee of his obligations concerning the collection and submission of Union dues, and the payment of health and welfare, and pension monies. In the event of a dispute arising from non-payment on the part of the lessee, the Hotel, without assuming any of the lessee's liabilities, will endeavor to assist the Union collecting monies owing.

13.06 Notwithstanding the right of the Employer to subcontract, the Employer will nevertheless provide at least ninety (90) days written notice to the Union of their intention.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Leaves of absence shall be in writing granted at the Employer's discretion. Any person who is absent with written permission shall not be considered laid-off, and her seniority will continue to accumulate during her absence.

- 14.02** An employee of the Employer appointed to any full-time position within the Union may apply to the Employer for a leave of absence without pay or benefits as herein provided for a period of up to two (2) years, and the Employer will not unreasonably withhold such permission. A thirty (30) day notice will be given to the Employer when the employee intends to return to the job.
- 14.03** The Employer agrees to grant all employees pregnancy and parental leave in accordance with the *Ontario Employment Standards Act*.
- 14.04** Requests for leaves of absence must be made in writing to the Hotel Manager as early as possible but no later than two (2) weeks prior to the commencement of such leave, except in cases of emergency. The written request must state: date of commencement of the leave, duration of the leave, and the reason for requesting the leave. The Employer will reply in writing to the employee within seven (7) days after receipt of the written request for the leave of absence. Such requests shall not be unreasonably denied.
- 14.05** Employees serving as jurors will receive full pay while absent from work in jury duty. The employees will present proof of service and will turn over to the Employer the payment excluding travelling, meals and other expenses they received for said jury services. No payment will be made for jury duty lasting longer than three (3) months.

ARTICLE 15 – BEREAVEMENT LEAVE

- 15.01** Full-time regular employees of the Employer on completion of the probationary period of fifty (50) days worked shall be entitled to receive Bereavement Leave as follows:

Upon request, an employee shall be entitled to three (3) days' leave with pay and three (3) days leave without pay in the event of a death in the immediate family, that is the death of a spouse, common law spouse, or child, or father, or mother, or sister, or brother, or mother-in-law, or father-in-law, or grandchildren or grandparents.

The eligible employee shall be entitled to receive pay hereunder for any day upon which he would otherwise have been scheduled to work for the Employer. Payment will be based on the employee's straight hourly rate exclusive of premiums.

- 15.02** In order to qualify for the foregoing bereavement allowance, employees must supply proof by way of doctor's certificate or newspaper clipping, funeral program or other proof of death. Department Heads must be properly notified.
- 15.03** The total allowance in any one (1) year of an employee's employment shall be a maximum of six (6) days with pay.

ARTICLE 16 – WSIB AND SICK LEAVE

16.01 An employee is required to give reasonable notice before returning to work following WSIB or Sick Leave.

ARTICLE 17 – HEALTH AND SAFETY

17.01 The Employer and the Union will mutually co-operate to maintain adequate sanitary arrangements, proper safety devices where necessary, and give attention to the elimination of any conditions of employment which are hazardous to the health or safety of employees.

17.02 In the event an employee works beyond her scheduled shift between the hours of 1:30 a.m. and 6:00 a.m., the Employer will offer, at its discretion, the choice of a taxi fare home or a free room and breakfast.

17.03 The Employer and the Union agree to establish and maintain a Joint Health, Safety and Environment Committee which would include qualified representatives. The Union and the Employer agree that the Joint Health, Safety and Environment Committee shall function in accordance with The *Occupational Health and Safety Act, R.S.O. 1990 (May, 1995 edition)*. Any modification shall be by mutual consent.

ARTICLE 18 – WOMEN'S ADVOCATE

18.01 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.

18.02 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.

18.03 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 company 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).

- 18.04** This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.
- 18.05** It is recognized that men sometimes find themselves in the same situations.
- 18.06** The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

ARTICLE 19 – MEDICAL REPORTS

- 19.01** Where an employee is required pursuant to the WSIA to submit to a medical examination, any lost income will not be compensated by the Employer.

The Employer may require an employee to submit to a medical examination where the Employer reasonably believes that an employee is not medically capable of fulfilling the requirements of her position. Where the Employer so requires, the examination will occur during working hours and the employee will be compensated for lost time.

Where an employee is found not medically capable of fulfilling the requirements of her position, that employee may be subject to termination. In this regard, however the Employer agrees to abide by governing *Workplace Safety and Insurance Act* and the *Human Rights Code*.

- 19.02** The Employer will have the right to require the production of a physician's medical report from an employee who is ill or injured, or from an employee who has been ill or injured or from an employee who wishes to return to work following an illness or injury. The report will include the physician's opinion as to when or whether the employee will be capable of resuming his normal duties and whether the employee will be capable of regularly attending the work in the future.

Where the Employer reasonably believes that an employee's physician's medical report does not accurately reflect the employee's medical restrictions, the Employer may require the employee to attend at a physician appointed by the Employer.

ARTICLE 20 – BULLETIN BOARDS AND NOTICE

- 20.01** The Employer will provide a bulletin board at strategic locations. All Union notices must be signed by proper officials of the Local Union and submitted to the General Manager of the Hotel or Designate for approval before being posted.

The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's approval.

- 20.02** Any notice required hereunder to the Union shall be addressed to the Union at:

Unifor Local 112
30 Tangiers Road
North York, Ontario M3J 2B2

Any notice required hereunder to the Employer shall be sent to the Employer at:

475 Yonge Street
Toronto, Ontario M4Y 1X7

If any change occurs in the address, the other party will be so notified in writing.

ARTICLE 21 – UNIFORMS

21.01 Uniforms or special style of clothing and special equipment. If required by the Employer, every full-time employee shall be supplied with two (2) uniforms and every part-time employee shall be supplied with one (1) uniform. Uniforms shall be furnished, laundered, cleaned and kept in repair by the Employer at no cost to the employees, and the Employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing. White dress shirts and blouses, dark trousers and skirts, and appropriate footwear are not to be considered to be a special style of clothing. The parties acknowledge the practice that some employees are not required to wear a uniform or special style of clothing. The Employer will launder and clean these work clothes as well. It is understood that this practice will not be abused.

21.02 The Employer will establish a minimum dress code for each department, which is seasonally appropriate.

21.03 The employee shall be in full uniform prior to punching in and when punching out.

ARTICLE 22 – MANAGEMENT UNION MEETING

22.01 The Employer and the Union agree to meet on a regular basis {not less than four (4) times a year} to discuss matters of mutual concern.

22.02 The chairmanship for these meetings will alternate between the Employer and the Union.

22.03 There will be a maximum of three (3) employees from the bargaining unit and three (3) Management attending these meetings. The Union may, if possible, rotate its appointees in order to give all departments an opportunity to participate.

22.04 An agenda will be distributed at least one (1) week prior to each meeting.

ARTICLE 23 – TECHNOLOGICAL CHANGES

23.01 The parties of this Agreement recognize that changes and improvements in the methods, processing and means of operating are desirable and shall therefore be encouraged. However, the parties also recognize that such substantial changes and improvements can have a far reaching effect on the job status of employees. For the purpose of this Agreement, technological changes shall mean a significant change in methods, process and means of operating which result directly in employees being affected. In the event of such technological changes, the parties of this Agreement agree to proceed on the following basis:

A. When the company decides to introduce technological changes, they shall meet with the Union Committee with a mind toward minimizing any adverse effects, if any on the employees. The Company will provide the Committee with data regarding the proposed installation, number and classifications of employees likely to be affected.

B. In consultation with the Union, and subject to the provisions of this Agreement, the Company, wherever practical shall provide training opportunity which shall include, but not be restricted to adult education programs for employees who would otherwise be laid off in order that such employees may become qualified to perform other bargaining unit jobs to which their seniority would entitle them.

ARTICLE 24 – UNION FUNDS

24.01 UNIFOR PAID EDUCATION LEAVE (PEL)

The Company agrees to contribute two cents (\$0.02) per hour worked, effective the date of the first pay period closest to ratification, per employee to the Unifor Paid Education Leave Fund.

ARTICLE 25 – HOURS OF WORK AND WORKING CONDITIONS

25.01 The normal work week in all departments of the hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.

25.02 Work schedules shall provide employees with two (2) consecutive days off each week, with possible exceptions in some departments where arrangements are made, subject to the approval of both parties.

25.03 Departmental weekly work schedules shall be posted where deemed necessary, Wednesday for Sunday. The Employer may, on giving four (4) days' notice to the employee concerned and subject to the provision of Article 26.01 hereof revise such schedule(s) without the payment of premium time. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay off within a department or group, work may be

offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

- 25.04** The Hotel may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are given what full shifts are available first on a given day and are available to work. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours.

Should a full-time employee, working short schedules, elect to work other shifts that may come available due to unexpected business, then the parties agree the hotel will not be required to make any overtime payment to accommodate their requested changes in days off or shift changes.

- 25.05** Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.

- 25.06** The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of Management. The reporting for work allowance is as described above, notwithstanding Article 25.1 or 25.4 of this Agreement.

- 25.07** In the event of work shortage or decline in workload in any given department, the following will be placed on the bulletin board. "Any employee in this Department wishing to depart from her work prior to the normal departure period, should advise the Department Head immediately."

- 25.08** The foregoing Article 25.07 will apply when a known situation exists. However, in the event of a drastic decline beyond the control of management, the employees will be asked as a group of more than three (3).

25.09

- I. Should a position become available and a replacement is required, the Employer will post for seven (7) days on the bulletin board the availability of the position(s).
- II. Employees wishing to fill vacant positions shall make their applications in writing to the Marriott Careers website online, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department or Food and Beverage Outlet of the vacancy, applications from other employees in other Departments or Food and Beverage Outlet, who have completed their probationary period and/or trial period, shall be given due consideration. In so doing the Employer shall consider an employee's prior training.

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

- III. For applicants outside the Department or Food and Beverage Outlet where all other factors including skill, ability and efficiency are equal, house seniority will be the determining factor. Furthermore the parties agree that qualified internal applicants have preference over qualified external candidates.
- IV. This clause shall not prevent the Company from maintaining an adequate workforce.
- V. When necessary, the Employer may fill the vacant position while determining the result of the position posting. The employee filling the position on a temporary basis will have the opportunity to bid for the position.

25.10 Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the employee be scheduled for a second four (4) hours in any one day, then she will be given a second fifteen (15) minutes rest period during that four (4) hours. These rest periods will be taken at a time determined by the Company and will be consistent with efficient operations in each work area of the Hotel and will not be cumulative unless the Employer has directed that the break not be taken due to unforeseen circumstances but not be paid if not taken.

25.11 If an error occurs, caused by the Employer, in an employee's pay cheque, said error will be rectified within seventy-two (72) hours of the employee bringing this to the attention of the payroll department (Saturdays, Sundays, and Holidays excluded).

If the error is caused by the employee, the error will be corrected in the next pay wherever feasible, unless the wait would cause the employee undue hardship (in which case the Employer will endeavor to rectify the error within seventy-two [72] hours).

25.12 There shall be no pyramiding of premiums under this collective agreement.

ARTICLE 26 – OVERTIME REGULATIONS

26.01 Employees shall, with exception, receive for hours of work in excess of eight (8) hours of work daily, overtime pay at the rate of time and one half their hourly rate for hours of work.

26.02 Servers shall complete service on guests notwithstanding the fact that the employee has reached her quitting time, and such additional time shall be paid at the employee's regular rate for the first half hour and time and one half her regular rate for all time after the first half hour.

26.03 Each employee must obtain from her Department Head authorization in writing in advance of her overtime work before money will be paid. This provision will not be administered in a manner, which undermines the intent of Article 25.1.

26.04 Any work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid for at the rate of time and one half (1 ½) of her regular hourly rate of pay.

The parties recognize that rest days and a reasonable workload are important to employees, and to that end the Company shall offer overtime work by classification seniority on the seventh (7th) day only where all employees have been given an opportunity, by seniority, to work overtime on the sixth (6th) day.

26.05 It is agreed by the parties that if an employee requests a change in her scheduled days off (as provided for under the Seniority Clause) or requests to work on her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request.

26.06 No allowance will be made for time on the time records prior to the regular starting time, without authorization by a 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.

26.07 If an employee punches/signs out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond the regular quitting time is the employee's personal time.

26.08 An Employee neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.

26.09 Each employee shall punch/sign only his own time card.

26.10 An employee who punches/signs a time card of another employee is subject to immediate dismissal.

ARTICLE 27 – OTHER WORKING CONDITIONS

27.01

- A.** Employee warning notices will be taken from the employee's file after one (1) year, provided there have been no offenses of any nature within the year. For greater clarity, a warning will not be removed for a period of one (1) year from the offense.

- B. Employee suspensions will be taken from the employee's file after two (2) years, provided there have been no offenses of any nature within the two (2) years.
- C. Employees will be granted access to their personnel file. Twenty-four (24) hours of advance notice must be given and the employee must be accompanied by a Union Steward and the General Manager's designate.

The meeting will take place during regular administration business hours. Should the employee wish to remove or alter any contents of her file other than provided for elsewhere in the Contract, the grievance procedure must be invoked.

- 27.02** When an employee is scheduled to report to work and they absent themselves, Management will have the right to inquire as to the reason or reasons for their failure to report.

All cases of absence must be reported to the supervisor and in the absence of the supervisor, to the Manager on Duty (MOD), on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned, where practical.

- 27.03** The Employer will provide coffee, tea, and soft drinks, as well as toast and peanut butter and jam during an employee's shift at no cost to the employee.

27.04

- A. Ten percent (10%) of the menu price will be added to all food and beverage cheques which are charged in house Officer Accounts (involving exclusively employees of the hotel).
- B. Ten percent (10%) will be added to all Advertising and Promotion Officer Accounts, and Company Sponsored Functions.

27.05 SHOE ALLOWANCE

The Employer will provide reimbursement to full-time employees who have completed probation and who are employed in the kitchen department once a year, the amount of eighty-five dollars (\$85) and once every two (2) years the amount of eighty-five dollars (\$85) for maintenance, stores person, and housekeeping houseperson and banquet house person. Employees will receive said amount so long as the shoes are worn on the job. Payment will be made on or about July 1 upon presentation of proof of purchase of shoes meeting reasonable safety standards.

ARTICLE 28 – PROVINCIAL OR FEDERAL LAW

28.01 It is understood that any changes in Provincial, Federal, or Municipal Law which may void any individual portion of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

ARTICLE 29 – EXISTING PRIVILEGES

29.01 Nothing in the signing of this Agreement shall lower any present wage standard or working conditions, nor shall any employee be deprived of any established and recognized benefits or privileges in excess of, or more advantageous than the contract provisions, but not prior to the signing of this collective agreement, unless otherwise provided herein.

ARTICLE 30 – SCHEDULES

30.01 Annexed to this Agreement are the following schedules A through I which are hereby declared to form part hereof and are accepted by the Parties hereto as such.

A. Authorization for deduction of Union Dues

B. Cash Wage Rates

C. Vacation Allowance

D. Paid Holiday Privileges

E. Health and Welfare Contributions

F. Pension Plan Contributions

G. Banquet Department

H. Service Department

I. Housekeeping Department

ARTICLE 31 – SUCCESSORSHIP

(Note: Successorship Article in full force and effect until: January 31, 2025)

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

(5) 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.

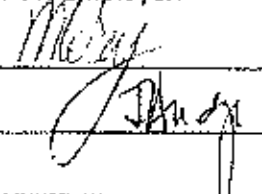
ARTICLE 32 – DURATION, MODIFICATION AND RENEWAL

32.01 The terms and conditions of the Agreement shall be in full force and effect and binding upon the parties, their successor and assigns for a period ending **January 31, 2024**, and shall be renewed automatically for a period of one (1) year unless either of the parties serves on the other party a notice of desire to amend or terminate the Agreement no more than sixty (60) days or not less than thirty (30) days prior to the expiration date of this Agreement.

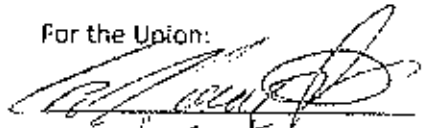
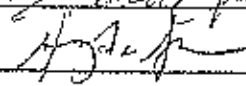
32.02 If notice of desire to amend this Agreement in accordance with Article 32.1 is given by either party, the other party agrees to meet for the purpose of negotiations and this Agreement shall remain in effect until the new Agreement has been negotiated and signed or until the date upon which the Union may call a legal strike or the Employer may legally lock out pursuant to the *Labour Relations Act* of Ontario whichever is later.

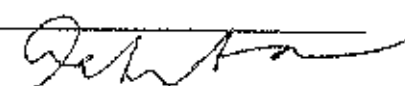
Signed at Toronto, Ontario, on this ____ day of _____, 2021.

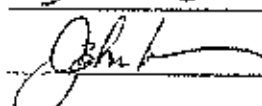
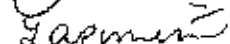
For the Employer:



For the Union:



SCHEDULE "A" – AUTHORIZATION OF UNION DUES

OFFICIAL APPLICATION FOR MEMBERSHIP IN UNION

NAME _____ BIRTH DATE _____
(PRINT) D M YR
ADDRESS _____ CITY _____ PROV. _____
POSTAL CODE _____ NAME OF COMPANY _____ DEPT. NO. _____
EMAIL _____
C.O.I.D NO. _____ S.I.N. _____
COMPANY LOCATION _____
SENIORITY DATE _____ CLASSIFICATION _____
D M YR.
PHONE NO. _____

I hereby designate, select and empower Unifor, its agents or representatives, to act for me as my exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and to enter into contracts with my Employer covering all such matters, including contracts requiring the continuance of my membership in said Union as a condition of my employment or continued employment, and contracts requiring the Employer to deduct, collect, or assist in collecting from my wages or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan any dues and fees payable to said Union; and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, of any other representative for any of such purposes.

I further irrevocably designate, authorize and empower the said Union exclusively to appear and act for me and on my behalf before any board, court, committee or other tribunal in any matter affecting my status as an employee, or as a member of said Union, and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of all grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship as fully and to all intents and purposes as I might or could do if personally present.

I pledge my honour to faithfully observe the Constitution and laws of this Union and the Constitution of the Dominion of Canada, to comply with all the min and regulations for the government thereof; not to divulge or make known any private proceedings of this Union; to faithfully perform all the duties

assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to Unifor.

(Applicant's Signature) _____

(Witness) _____

(Local Union Copy)

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____
D M YR

I hereby assign to Local Union No. 112 Unifor from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any further employment by you), such sums as the Financial Officer of said Local Union No. 112 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of the National Union Unifor. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment authorization and direction shall be irrevocable from the date of delivery hereof to you until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for the period of each succeeding applicable collective agreement between the Company and the Union.

(Signature of Employee)

(Address of Employee)

(Type or Print Name of Employee)

(City) (Province) (Postal Code)

(Date of Sign)

(Emp. I.D. No.)

(Soc. Ins. No.)

(Date of Del. To Employer)

FORM OR-B-1771

(Employer Copy)

SCHEDULE "B" – WAGE SCALE

B.1

	CURRENT	Feb 1, 2023
		1%
HOUSEKEEPING		
Room Attendant	\$22.60	\$22.83
House Person	\$22.60	\$22.83
Laundry Attendant	\$22.60	\$22.83
KITCHEN		
Station Chef	\$29.60	\$29.90
1st Cook	\$26.98	\$27.25
2nd Cook	\$25.10	\$25.35
Kitchen Helper	\$22.60	\$22.83
MAINTENANCE		
General Maintenance	\$25.72	\$25.98
Maintenance Helper	\$22.60	\$22.83
FOOD AND BEVERAGE		
Hostess/Cashier	\$21.78	\$22.00
Server	\$14.02	\$14.16
Bus Person	\$19.53	\$19.73
Stores Person	\$21.35	\$21.56
Combined Bartender	\$21.54	\$21.76
Bistro	\$14.02	\$14.16
Bistro AM	\$19.93	\$20.13
BANQUETS		
Captain	\$16.53	\$16.70
Server	\$14.02	\$14.16
Bartender	\$21.95	\$22.17
House Person	\$22.59	\$22.82
SWITCHBOARD		
Operator	\$22.60	\$22.83
SERVICES		
Bellperson	\$15.68	\$15.84

Night Shift Premium – All employees who work the majority of their hours between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a premium of fifty cents (\$0.50) per hour worked.

Leadhand Premium – The Employer will pay fifty cents (\$0.50) per hour for all hours worked as a Leadhand. Whenever required the Employer has the sole discretion to appoint such an individual. It is understood that the Employer will post the opportunity and select the individual in accordance with Article 12.7.

B.2 LEGISLATED WAGE RATES

- A.** It is agreed by the Parties to the principle of retaining during the life of this agreement a twenty cents (\$0.20) per hour differential above the Provincial minimum wage for all employees who are affected.
- B.** This twenty cents (\$0.20) differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

B.3 It is agreed that all gratuity employees (excluding Banquet employees) working split shifts will not be paid less than eight (8) hours per day over a twelve (12) hour period.

B.4 The fact that the classification exists shall not oblige the Hotel to have employees in every classification.

B.5 The Parties agree to a starting rate. New employees will receive eighty percent (80%) of the contract rate in effect at the time of hiring after the date of ratification, for six (6) months. This rate will only apply to new hires. It is further understood that probationary employees will only qualify for those benefits legislated by the Province of Ontario.

Starter rate differentials adjustments will commence with the date of ratification in accordance with that shown in Schedule "B."

B.6 Those classifications in which the Hotel normally has employees shall not be eliminated during the life of the Agreement without prior discussion between Employer and a Union Officer.

Note: Those employees exceeding the collective agreement rate, shall receive the percentage adjustment based on the collective agreement rate.

SCHEDULE "C" – VACATION ALLOWANCE

- C.1** A full-time regular employee of the Employer who has completed one (1) year of continuous service with the Employer, but less than five (5) years in their anniversary year shall be entitled to two (2) weeks' vacation with four percent (4%) of gross wages.
- C.2** A full-time regular employee of the Employer who has completed five (5) years of continuous service with the Employer, but less than twelve (12) years in their anniversary year shall be entitled to three (3) weeks' vacation with six percent (6%) of gross wages.
- C.3** A full-time regular employee of the Employer who has completed twelve (12) years of continuous service with the Employer, but less than twenty-one (21) years in their anniversary year shall be entitled to four (4) weeks' vacation with eight percent (8%) of gross wages.
- C.4** All full-time regular employees who have completed twenty-one (21) years or more of continuous service with the Employer, shall receive five (5) weeks' vacation with ten percent (10%) of gross wages.
- C.5** Vacations shall be granted within ten (10) months following the date on which an employee qualifies.
- C.6** Due to the peculiarities of the Hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary, therefore, the Employer may grant vacations so as it does not prevent the Employer from maintaining a qualified and adequate work force.
- C.7** Employees eligible for four (4) or more weeks of vacation may carry over, up to two (2) weeks vacation into the next year. Otherwise vacation credits may not be cumulative from year to year.
- C.8** Part-time employees will receive the same percentage for vacation pay as the full-time employees and will likewise receive the equivalent time off from the workplace.
- C.9** The usual deductions from an employee's pay will be deducted from the employee's vacation pay.
- C.10** All full-time employees with the greatest length of continuous department seniority will be given first choice of vacation dates, provided that the Employer shall be entitled to maintain a qualified and adequate work force.
- C.11** The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.
- C.12** The vacation schedule in its final form will be posted by department by March 31 of each year.

C.13 The Employer will indicate on Employee's pay cheque slips the amount of accrued vacation pay.

C.14 In the event an employee has not taken vacation and pay by September 30th all vacation pay owing to an employee will be paid in the next pay period. It is understood that in so doing the Employer is not exempting an employee from taking vacation in any given year and her vacation must be scheduled by that time.

SCHEDULE "D" – PAID HOLIDAY PRIVILEGES

D.1

- A.** The hotel will grant all full-time regular employees within the scope of the Contract prior to the holidays concerned, and who work all of the last regularly scheduled day of work before the public holiday and all of the regularly scheduled days of work after the public holiday, pay for the days listed:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Simcoe Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

Employee's Birthday
Anniversary Date of Employment
One (1) Floating Personal Day

- C.** A Floating Personal 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.

- D.2** When not required to work, the Hotel will grant the employee one (1) day's money according to her regular rate for the above noted thirteen (13) days. When the employee is required to work on any one (1) of the above noted thirteen (13) days, she shall be paid in addition to her regular rate of pay, her regular day's money.

It is also agreed that by mutual consent in case of Beverage Service and Beverage Production employees, Statutory Holidays may be exchanged in lieu of enforced closures of the department, as required by law.

- D.3** In the event of a holiday, as specified in this schedule, falling within an employee's vacation period, the Employer had the choice of either:

- A. extending the vacation period by one working day with pay; or
- B. paying an extra day's vacation pay

In either case, the rate of pay will be the same as that used in calculating an employee's vacation pay.

- D.4 Employees required to work, but who absent themselves from employment of the above dates shall be considered absent without leave, and do not qualify for Holiday Pay under this provision.
- D.5 In order to qualify for Statutory Holiday pay, an employee must work the scheduled days before and after the designated Holiday. However, no payment will be made when an employee has not worked a scheduled shift within four (4) weeks before the designated Holiday.
- D.6 It is understood and agreed that should the Provincial Government of Ontario legislate an additional paid holiday that is not mentioned in any one of the eleven (11) days prescribed in Article D.1(a) then the Employer and the Union will mutually agree to substitute this day for one of the five (5) presently unlegislated days referred to in Article D.1.
- D.7 When a holiday falls on an employee's working day then they may request to work that holiday at regular wages for the hours worked and identify another day off at the employee's regular rate of pay in lieu of the double payment for the statutory holidays. The request must be made in writing by the employee at least two (2) weeks prior to the holiday and will be taken either during that two (2) weeks, or a maximum of two (2) weeks after that holiday unless the Employer and employee are able to agree upon a suitable alternative date, and under no circumstances may be cumulative.

Once the request has been made, the granting of the lieu day will be at the sole discretion of the Department Head. These requests will be granted according to the departmental seniority.

SCHEDULE "E" – HEALTH AND WELFARE CONTRIBUTIONS

- E.1** The Employer will contribute to Millworkers Health and Welfare Plan (Unifor) Fund ("the Trust") the following amount for each hour paid on behalf of each bargaining unit employee who has completed her probationary period: two dollars and thirty cents (\$2.30) per hour paid, effective on ratification.

Effective February 1, 2022, the contribution will increase to two dollars and thirty-five cents (\$2.35) per hour paid.

Effective February 1, 2023, the contribution will increase to two dollars and forty cents (\$2.40) per hour paid.

It is understood that hours "paid" includes holidays, vacations, maternity and parental leave, jury duty, bereavement leave, disability and sickness (non-work related) and adjustments to pay cheques.

The Employer does not have to make contributions for disabled employees who are receiving benefits from the Workplace Safety and Insurance Board. The Employer will inform the Plan Administrator of any employees who are receiving benefits from the Workplace Safety and Insurance Board.

In addition the Employer will continue to make contributions on behalf of an 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.

- E.2** All Health and Welfare payments shall be calculated from the first day (1st) of each month to the last day of each month, and shall be remitted and received by the Trust prior to the fifteenth (15th) day of the following month.

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

E.3 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 (full-time or part-time), hours paid, department, classification, address and phone number

- C. total hours paid
- D. total contribution
- E. total taxes paid
- F. total amount of cheque
- G. hours paid by type of hours (e.g. hours worked, maternity, disability, etc.)

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

E.4 INTEREST ON DELINQUENT CONTRIBUTIONS

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

E.5 NEW BENEFITS (i.e. Drug Card, etc.)

Upon a decision of the Trustees of the Plan 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.

E.6 The Plan's Trustees will ensure that they act responsibly and prudently at all times.

SCHEDULE "F" – PENSION PLAN

- F.1** The Employer will pay one dollar and twenty-one cents (\$1.21) per hour worked and the employee will pay twenty cents (\$0.20).
- F.2** Where the Millworkers Unifor Pension Plan advises the Employer that an eligible part-time employee has requested voluntarily to join the pension plan, the Employer will commence contributions remittance on the first of the month following receipt of such advice.
- F.3** All pension plan 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 Millworkers Unifor Pension Plan, prior to the fifteenth (15th) day of the following month.
- F.4** Should the trustees of the plan however wish to replace the defined contribution plan with another form of plan, the Employers and employees will continue to remit any contribution to such new plan in accordance with the formula of Article F.1.

SCHEDULE "G" – BANQUET DEPARTMENT

G.1 HOURS OF WORK AND OVERTIME

Hours of work and overtime provisions for all employees under this schedule shall be in conformity with *Employment Standards Act* of the Province of Ontario, with the exception of banquet housemen/porters who will be scheduled in accordance with the general body of this Agreement.

G.2 It is agreed that the total amount of the gratuity left by the guest, one hundred percent (100%) will be set aside for the sharing amongst the servers, bartenders and housepersons on the following basis:

Servers – 95% of bargaining unit share for food and wine service at the table

Bartenders – 95% of bargaining unit share for host and cash bars

Housepersons – 5% of total bargaining unit share

G.3 The gratuity for bargaining unit personnel will be pooled and distributed based within classifications based on hours worked in any given pay period.

G.4 It is further agreed that the cheques, or relevant documents, showing the total amount of service charge signed by the guest, will be available for inspection by the Union upon written request. Non-payment of such service charge to the hotel are subject to deduction from subsequent lists.

G.5 The Union shall be notified accordingly of such non-payments. Adjustments on any non-payments will be made by the Catering manager on a subsequent list of employees concerned.

G.6 A representative of the Union upon written request shall be permitted to make an audit of the relevant documents covering service charge distribution and submit an audit report to both parties in writing declaring her findings within thirty (30) days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

G.7 The Parties further agree that all full-time servers will be assigned on a rotation basis with a view to equalizing the available functions. The number of steady servers that shall be scheduled as full-time shall be four (4), until the parties meet within six (6) months of the date of ratification to make any changes in the number.

It is agreed between the parties that should there be any increased volume, decreased volume, expanded or decreased facilities find it necessary to increase or decrease capped numbers, the parties agree to do so by using a base of thirty-five (35) hours per week. Such increase and/or decreases shall be discussed with a Union Officer prior to any changes.

G.8 An employee who refuses two (2) scheduled work assignments in any two (2) normal workweeks shall be considered as having terminated their employment by the company.

G.9 FUNCTION RESPONSIBILITIES

A. Servers will set up functions assigned to them for service of food and after the function is over they will clean up the assigned function.

B. Where a server is required to perform cleanup work when there is no food service, or is required to set up or clean up another function and are not scheduled to service that function, they will receive a rate of pay equal to that of the banquet houseperson/porters for those hours worked.

C. If extra help is required for cleanup, the Employer will request before the function by seniority, the number of servers needed to stay for cleaning up the function. If the Employer does not have an adequate response to her request, she will have the right to schedule from the group of employees serving the function and to select in inverse order of seniority, the required number of people for any cleanup work.

D. Notwithstanding the above paragraph, should no part-time servers be scheduled, the Catering Manager will have the right to schedule from the group of employees serving the function, and to select in an inverse order of seniority the required number of people for any cleanup work.

G.10 Full-time banquet staff reduced to part-time status, as a result of a shortage of work, will retain their position on the seniority list for the purpose of scheduling.

G. 11

A. It is understood that servers will set up functions, and serve the wine, put all glasses on the tables, and clean up bottles and wine glasses after the function.

B. Where there is both bar and food service requested for a function there shall be one (1) bartender scheduled with the necessary servers. For fifty (50) guests or less the servers and bartender shall be responsible for the service of the food, bar, and wine service.

C. It is also understood that any function over fifty (50) guests shall be the responsibility of the bartender to service the guests excluding the food and wine, other than wine purchased at the bar.

D. Food and wine service shall be paid at the server's rate, bar service shall be paid at the bartender's rate.

G.12 A server shall not be required to perform a cook's duty except carving.

G.13 Full-time employees under Schedule "H" shall enjoy all benefits of all full-time regular employees unless otherwise stated in this schedule. Part-time employees under Schedule "H" will be entitled

to all terms and conditions so spelled out in this schedule and shall be booked according to seniority and will receive vacation pay in accordance with the *Employment Standards Act*.

SCHEDULE "H" – SERVICE DEPARTMENT

- H.1** The current three dollars and twenty-five cents (\$3.25) per bag in and out will remain in effect. This article does not apply to transportation crews unless baggage fee is part of the crew contract with the Hotel. The Union would have reasonable access to relative documents, which would support management's claim that the crew contract does not contain a baggage fee.
- H.2** Notwithstanding the above, the Parties agree that this will not affect those tour contracts signed prior to the ratification and signing of this agreement. It is further agreed that Management will make every effort within reason to contract subject to this formula, and collect tour baggage payment.
- H.3** Any exception to the full baggage contract must be approved by the Hotel General Manager.
- H.4** When the tour contract provides for tour baggage, the rates paid will be in accordance with Clause H.1 above.
- H.5** Non-contracted tour baggage for school groups are excluded from the provisions of this article.
- H.6** The parties agree to maintain in good faith the current access of bell staff to the front sheet and weekly activity lists. Upon reasonable request, the Union shall audit tour contracts of the company. In so doing, the Union agrees to respect the confidential nature of the information.

The Employer undertakes to take every reasonable effort to encourage gratuities for groups that use the baggage storage facilities and services of the Bell department.

The Employer specifically commits to:

- A.** Including in the sales contracts for groups a clause offering an option for baggage storage at a cost of two dollars (\$2) per bag provided to the bell employees for said service.
- B.** In the event of the group or individual declining payment for baggage storage, the Employer will request that the group instruct its members that gratuity for baggage storage has not been included.
- C.** The Employer specifically commits to the face of the baggage claim ticket language which states "gratuity not included."

SCHEDULE "I" – HOUSEKEEPING DEPARTMENT

- I.1** 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. The wage is not based on how many rooms they clean.

A. The parties agree that room attendants are expected to take breaks and meal periods.

B. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms in the time allocated, she/he shall advise her/his supervisor by 2:00 p.m. or earlier. 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.

C. 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.

D. Room Attendants assigned to ten (10) or more checkouts will have their room assignments reduced by one (1) credit on that particular day. Room Attendants assigned to thirteen (13) or more checkouts will have their room assignments reduced by two (2) credits on that particular day.

E. Room Attendants who are assigned to clean on three (3) floors or more in a single tower will have their room assignments reduced by one (1) credit on that particular day.

Room Attendants who are assigned to clean in both towers will have their room assignments reduced by one (1) credit on that particular day.

F. Room attendants who are assigned to clean suites will be assigned two (2) room credits per suite cleaned on that particular day.

- I.2** The sum of two dollars (\$2.00) for the combination set up/take down of a cot by the Houseperson, and two dollars (\$2.00) for the Room Attendant and/or Houseperson, for the make-up of a cot, will be effective date of receipt of written notice of ratification.

- I.3** Supply of Linens: The Employer agrees to continue to make 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.

- I.4 Supply of Equipment and Cleaning Materials:** The Employer agrees to continue to make best efforts to supply proper equipment and cleaning materials for use in the Housekeeping Department.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1 – Re: 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.

During the life of this collective agreement, for those employees whose age and service equal 75 and who choose to retire at the age of 65 or after 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, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision. This latter provision will cease to be in effect when the collective agreement expires.

Effective date of ratification, the Courtyard by Marriott Hotel and Unifor Local 112 agree to the above conditions.

LETTER OF UNDERSTANDING #2 – Re: ACTION COMMITTEE MEETINGS

The parties agree to action committee meetings requested by either party but no more than once on a quarterly basis. Meetings will involve the four (4) designated departmental representatives, the department shop steward, and a Union Representative.

LETTER OF UNDERSTANDING #3 – Re: SUBCONTRACTING

No employee employed under this collective agreement shall be laid off during the term of this agreement, as a direct result of the Employer contracting out any bargaining unit work.

The foregoing limitations shall not apply to the following work that has been or will be contracted out: parking, yard work, tour desk, concierge, gift shop, night cleaning, window washing or outlets not operated by the Employer fronting on Yonge Street. It is further understood that the Letter of Understanding shall expire with the termination of the Collective Agreement.

LETTER OF UNDERSTANDING #4 – 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. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #5 – Re: NEW DUTIES OR TASKS

Prior to the implementation of new duties in a classification, the Employer will first discuss the changes with the employees and the Union to better understand the impact on any classifications.

LETTER OF UNDERSTANDING #6 – Re: TERMINATIONS

During the term of this collective agreement, the parties agree to have a union steward or in the absence of a union steward, a union representative present for the brief termination meeting.

LETTER OF UNDERSTANDING #7 – Re: CASUAL BANQUET WORK

The following procedure will be invoked to offer the opportunity for additional hours to non-banquet personnel:

- 1) Post a request for interested employees to work in banquets;
- 2) Internal application will be completed;
- 3) Following the interview process, selected individuals will be provided a training program;
- 4) If as a result of the training program, they are successful, the employees will be placed on a list based on House Seniority;
- 5) Terms and conditions of employment will be in accordance with Schedule H for the time worked in banquets;
- 6) Seniority will not accrue in this department, but hours will be computed for purposes of Health and Welfare and Pension Plans.

LETTER OF UNDERSTANDING #8 - Re: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES

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

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

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

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

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the Unifor 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, Irma Andaya or substitute, and one (1) Union appointed bargaining unit member.

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

- 1) The Employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees, either directly, or in partnership with not-for-profit ESL providers.
- 2) Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.
- 3) Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
- 4) Programs to evaluate and properly recognize prior learning and/or foreign credentials.
- 5) A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.
- 6) Any other program as agreed upon by both parties.

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

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

LETTER OF UNDERSTANDING #9 – Re: RULE OF 75

In recognition of employees who have age and service equal to or greater than seventy-five (75), the "Rule of 75" has been created to assist employees and as an aid towards retirement.

A list of employees, whose combination of age plus house seniority are equal to or greater than 75 at December 31 of each year, will be prepared by department. Based on the operational capability of the department to allow a certain number of employees to be approved and in descending order of posted classification seniority, the eligible employees may identify a desire to work a four (4) day a week schedule. Approved employees will continue to maintain their full-time status and will not be scheduled or entitled to hours beyond those agreed.

Where arrangements cannot be made to implement the Rule of 75 in a department, discussion shall occur between the Union and the Hotel with the above goal in mind. In any event, this provision shall not constitute super seniority.

It is agreed that the employee will not return to a schedule for five (5) days per week after having a reduced schedule.

LETTER OF UNDERSTANDING #10 – Re: UNIFOR 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.

MEMORANDUM OF AGREEMENT

BETWEEN:

CYM TORONTO GP INC, KINGSETT REAL ESTATE GROWTH LP NO.5

(the "Employer")

AND:

UNIFOR AND ITS LOCAL 112

(the "Union")

WHEREAS the Employer and the Union are bound to a collective agreement with an effective date of February 1, 2021 to January 31, 2024 (the "Collective Agreement");

AND WHEREAS the COVID-19 pandemic has resulted in a large-scale suspension or disruption of operations at the Employer;

AND WHEREAS there remains significant uncertainty about when operations will resume or stabilize.

NOW THEREFORE the parties agree as follows:

1. The Employer and Union agree to execute the attached Letter of Understanding regarding recall rights, which shall form part of the Collective Agreement.
2. In exchange for the agreement to extend recall rights and drug coverage as set out in the attached Letter of Understanding, the Union agrees that it will not file any grievances regarding no election being put to employees pursuant to section 67 of the Ontario *Employment Standards Act, 2000*.
3. The parties agree that this Memorandum of Agreement and the attached Letter of Understanding regarding recall rights, satisfies the parties obligations under s.67(7) of the Ontario *Employment Standards Act, 2000*.
4. The parties further agree that this Memorandum of Agreement is an Agreement pursuant to Ontario Regulation 764/20 made under the Ontario *Employment Standards Act, 2000*.

LETTER OF UNDERSTANDING: RECALL RIGHTS

Notwithstanding any provision to the contrary that may be contained elsewhere in this Collective Agreement, the Employer and the Union agree that recall rights shall be extended to June 30, 2022 for any employee who is not recalled from layoff, as a result of COVID-19.

The Employer agrees to provide payment to the Millworkers Health and Welfare Plan (Unifor) Fund in the amount of sixty-five dollars (\$65) plus RST each month for full-time employees who are not recalled to work. The payment is effective June 1, 2021, through January 31, 2022.

The Employer agrees to provide payment to the Millworkers Health and Welfare Plan (Unifor) Fund in the amount of sixty-five dollars (\$65) plus RST each month for part-time employees who worked an average of sixteen (16) hours per week in 2019.

