

# COLLECTIVE AGREEMENT

*Between*

**1451023 Ontario Inc. dba W Toronto Hotel**

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

*- and -*

**Unifor and its Local 112**

(Hereinafter referred to as "the Union")



**February 1, 2021 - January 31, 2024**

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## **ARTICLE 1 – PURPOSE**

- 1.1 The general purpose of the Agreement is to establish mutually satisfactory relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.2 Where used in this Agreement, the masculine includes the feminine and the singular includes the plural as context requires.
- 1.3 Where used in this Agreement, except where expressed otherwise, all time limits exclude Saturdays, Sundays and Holidays.

## **ARTICLE 2 - SCOPE**

- 2.1 The Agreement shall apply to all employees of the Employer (1451023 Ontario inc. dba W Toronto Hotel), located at 90 Bloor Street East, in the Municipality of Toronto, save and except Managers, Assistant Managers, Supervisors and Accounting Staff.
- 2.2 "Full-time Employee" means an employee employed in the bargaining unit who regularly works twenty-four (24) hours or more averaged over any six (6) month period (in accordance with Article 2.4).
- 2.3 "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 Article 2.4.
- 2.4 For purposes of greater clarity, employees will only change status in accordance with the following:
  - (i) A full-time employee will become part-time only by mutual consent and will be intermingled into the part-time seniority list based on his/her classification seniority date.
  - (ii) A part-time employee may request a calculation of hours to determine eligibility for full-time status on only two (2) occasions per calendar year and shall become full-time if meeting the requirements of Article 2.2.
  - (iii) Part-time employees who become full-time will be placed on the bottom of the full-time seniority list.
  - (iv) In computing hours worked for employees, these shall include: paid holidays, vacations, Leave of Absence, authorized sick leave, WSIB, and hours worked in any department of the hotel.

For an employee who has been granted an authorized absence over one month, the hours will be calculated by averaging the previous twelve-month period prior to the last day worked.

2.5 Articles 25 (Bereavement), 26 (Hours of Work), 27 (Overtime), 30 (Vacations), 31 (Paid Holiday Privileges) and 34 (Pension) shall not apply to part-time employees' classifications except where specified in such schedules. The Employer shall ensure that any new hires within the referenced existing scope of the 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.

2.6 The Union and the Employer agree that employees not covered by the scope of the agreement will not perform duties that are currently done by employees covered by the scope of the bargaining unit, except in an emergency, for the purpose of instruction, management training, or on an occasional and necessary basis for the purpose of meeting the demands of service. For clarification, "emergency" shall be a situation that arises from an unforeseen event, including that caused by the absence of an employee with insufficient advanced notice or unanticipated absenteeism of a significant number of employees.

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

2.7 In any event, no employees shall lose any hours as a result of the placement of any co-op students or trainees.

### **ARTICLE 3 - RECOGNITION**

3.1 The Employer acknowledges that the Employees in the unit described above have selected the Union as their sole exclusive bargaining agent and recognizes the Union as such for all employees in the said unit.

### **ARTICLE 4 - RELATIONSHIP**

4.1 The Employer and the Union agree that there will be no discrimination, interference, or restraint exercised or practiced by either of them or their representatives or members because of an employee's Union activity.

4.2 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.

4.3 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times, for the purposes 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.

4.4 All employees shall be permitted to wear the current Union Button as set out here. Changes to the current Union Button shall require Employer authorization.

4.5 It is agreed by the parties that the Union shall have an opportunity to address all new hires

immediately after the employee orientation session. A portion of all mandatory staff or department meetings shall be allocated solely to the Union Representative and/or Shop Steward to discuss with employees policies, concerns and upcoming events.

## **ARTICLE 5 - UNION SECURITY**

- 5.1 The parties hereto agree to compulsory check off for all employees who come within the scope to which this Agreement applies.
- 5.2 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the employee's first pay period. Such authorization to be completed and signed by the employee on commencement of employment. All employees coming into the bargaining unit shall complete and sign the Union Application Card. 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, 1st and 2nd copies to be forwarded to the Union Office on commencement of employment, 3rd copy forwarded on termination of employment with reason for termination.
- 5.3 Accompanying the submission of deductions will be a list of bargaining unit employees. The list will contain the following information:
- a) the amount of dues/initiation fees/assessments deducted from each member;
  - b) if no sum is deducted for a member, the reasons therefore (ie sick, WSIB leave, layoff, resignation);
  - c) each employee's full-time or part-time status, updated address and telephone number (including mobile phone number), email, classification, department and wage rate. SIN numbers shall be provided to the Health Care Trust only.
  - d) the aforementioned list will be provided electronically or on computer disk if requested by the Union, and if feasible to do so.
- 5.4 On request and with reasonable notice, the Employer will allow the Union to access schedules, timekeeping records and other information reasonably required to satisfy the Union that dues are being deducted correctly, in the prior ninety (90) day period.
- 5.5 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

## **ARTICLE 6 - UNION OFFICE**

- 6.1 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 Secretary-Treasurer of the Local Union, on the fifteenth (15<sup>th</sup>) 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.

- 6.2 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in their first pay period, shall be discharged by the Employer upon receipt of an official notice in writing from the Union to the Employer.
- 6.3 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 workforce, or infringe on the Management Rights clause as spelled out in this Agreement.
- 6.4 It is understood that the amount of dues and initiation fee is determined by the National Union and its Regional and Local affiliates, and can be changed by the National Union or Local Union at any time in accordance with the National Union Constitution and Local Union Bylaws, and this authorized check-off will hold harmless both the Employer and the Local Union if so directed.
- 6.5 This provision will be applied subject to sixty (60) days' notice in writing, from the Union to the Hotel.
- 6.6 The Employer will administer its employee rating plan to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.
- 6.7 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 the employee's status becomes acceptable to the Union during this period; or the employee makes claim in writing to the Employer that the Union's action is unjust and that they request the matter be taken up through the grievance procedure of this Agreement.
- 6.8 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 6.9 Nothing in this Agreement or in the general body of the Contract shall be construed as limiting to any degree the right of the Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages shall be considered completely apart from the contract and shall be regarded as premium rates for special skill or ability. Such special rates shall not become the basis for a general increase in the scale in the classifications concerned.
- 6.10 The Employer agrees to show on each employee's T4 Slip the amount of Union dues deducted.
- 6.11 No Employee or group of employees covered by this Agreement will enter into any contract or agreement with the Employer concerning wages and working conditions that will in any way conflict with the terms of this Agreement.

## **ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS**

- 7.1 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 service 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, cease operations, sub-contract 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 8 - NO STRIKES OR LOCK-OUTS**

- 8.1 The Employer agrees that during the life of the Agreement it will not cause or direct any lock-outs of its employees, and the Union agrees that during the life 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 or services.
- 8.2 The words "strike" and "lock out" in this Agreement shall mean "strike" and "lock out" as defined in the Ontario *Labour Relations Act*.
- 8.3 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.
- 8.4 The Employer, whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other employer during the life of the Agreement, provided, however, that subject to the above, employees work each and every scheduled workday occurring during this Agreement regardless of any labour strife or problems confronting the Employer or any other employers.



**ARTICLE 9 - NEGOTIATING COMMITTEES**

- 9.1 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees, a full-time Local Union Representative, and a full-time National Representative of the Union and will recognize and deal with said Committee with respect to any matter which properly arises from time to time during the term of this Agreement.
- 9.2 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Management.
- 9.3 It is clearly understood that the Negotiating Committee is a separate entity and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of this Agreement at the proper time as provided for herein.
- 9.4 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees. Committee members shall be paid up to a maximum of eight (8) regular hours pay for scheduled meetings between the parties for the negotiation of the Collective Agreement. Normal contributions, where relevant, to both the Health and Welfare Trust and the Pension Trust for those hours will be maintained.
- 9.5 One gratuity earning member of the Negotiating Committee will be compensated for time spent in negotiating with the Employer at the lowest non-gratuity rate in force at the time the next negotiations occur, to a maximum of five (5) days.

**ARTICLE 10 - SHOP STEWARDS**

- 10.1 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 the Style Department 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 Style Department.

The Departments will be as follows:

- Style Department x2
- Banquet Department
- Food Production
- Welcome Department X2
- Maintenance
- Food and Beverage Outlets

One (1) additional Shop Steward to be determined by the Union

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year of seniority shall not be sent home or laid off because of lack of work so long as they are capable and have the skill and ability to perform any work available in their respective departments and employees on lay off cannot be appointed as a Shop Steward.
- 10.6 When a Shop Steward is unavailable to attend an Educational Seminar, the Employer may release the alternate Shop Steward representing that department with full compensation, subject to business demands. The release of an alternate shall not be unreasonably denied.
- 10.7 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.

## **ARTICLE 11 - QUALIFICATIONS OF STEWARDS**

- 11.1 It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Union Committee established under this Agreement until after they have become permanent employees and have been placed on the seniority list. An employee on lay off, or on notice of lay off, cannot be appointed as a Steward.
- 11.2 It is understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably 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 negotiating with the Employer, in handling grievances of employees, and attending meetings of the Grievance Committee as well as educational seminars, at the regular rate of pay.

Payment of Educational Seminars will not exceed three (3) hours per month (noncumulative). Notwithstanding the above, the Union will be required to notify the Employer two (2) weeks in advance and that it will not prevent the Employer to maintain an adequate and qualified work force.

- 11.3 It is agreed by the parties that nothing shall prohibit a Steward from assisting a member in any department. Members are encouraged to first seek assistance from the Steward representing their department.

## **ARTICLE 12 - WOMEN'S ADVOCATE**

- 12.1 Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. Unifor may appoint a Women'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.
- 12.2 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.
- 12.3 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).
- 12.4 This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.
- 12.5 It is recognized that men sometimes find themselves in the same situations.
- 12.6 The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

## **ARTICLE 13 - DISCIPLINE AND DISCUSSION**

- 13.1 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 their actions not more than four (4) calendar days, not including Saturdays, Sundays and Holidays except in exceptional circumstances. 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 acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.

- 13.2 It is recognized that the period of probation is a time during which the Employer may at its sole discretion, evaluate the effectiveness of an employee. The probationary employee may file a grievance if it is believed that management made disciplinary (including termination) decisions in bad faith.
- 13.3 In all cases of discipline, the employee will be asked if they wish to have a Shop Steward present. Every effort should be made to contact a Steward should the employee request one. The inability to find a Steward does not prevent the Employer from issuing discipline.
- 13.4 Employee warning notices and suspensions shall be taken from the employee's file after two (2) years, should the offense not be repeated during that period. Notwithstanding, verbal notices shall be removed after eighteen (18) months.
- 13.5 Employees will be granted access to their personnel file. Twenty-four (24) hours' advanced notice must be given and the employee must be accompanied by a shop steward and a member of the personnel department. The meeting will take place during the regular business hours of the Human Resources department.

Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this contract, the grievance procedure must be invoked.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- 14.1 If an employee has any complaint or question which they wish to discuss with the Employer, they shall take the matter up with management and they shall be accompanied by their department Steward if they request such assistance.
- 14.2 It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within seven (7) days of incident and it is generally understood that an employee has no grievance until they have first given management an opportunity to adjust their complaint.
- 14.3 If such complaint or question is not settled to the satisfaction of the employee concerned within twenty-four (24) hours 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. Should management fail to respond to the Union within prescribed timelines, the union may advance the grievance to the next step in the grievance process.
- 14.4 Within five (5) business days following the response of the complaint, the department Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the department head or manager on duty.

After such discussion as is necessary, the department head shall state their decision or their refusal to make a decision in writing with appropriate reasons, and deliver a copy to the department Steward within twenty-four (24) hours, or a time mutually agreed upon.

Step No. 2

- (a) Within five (5) business days of the Step 1 response a meeting shall take place between the Union Representatives who have been involved in the prior steps and the manager or a senior member of management who has not previously been involved in the case. At this meeting, the Union Representative will be present along with any management people who have been involved 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 after the meeting, or within any longer period as may be mutually arranged at the time, at the request of either party to this Agreement, the grievance may be referred to arbitration.

- (b) If arbitration is to be invoked, the request for arbitration must be made in writing within ten (10) business days after the grievance has been dealt with in Step No. 2.

#### **ARTICLE 15 - UNION GRIEVANCE**

- 15.1 If an employee or a group of employees has a complaint or grievance, but fails to take up the complaint or grievance or exercise the general grievance procedure, the Employer acknowledges the Union's right to make representation on their behalf, within a thirty (30) day period of such incident.
- 15.2 If such a complaint is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee.

#### **ARTICLE 16 - MANAGEMENT GRIEVANCES**

- 16.1 It is understood that the management may bring forward at any meeting held with the Union representative any complaint with respect to the conduct of the Union, its Officers, Representatives or Stewards, and that if such complaint by management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.
- 16.2 It is agreed between the parties that it will not be necessary to hold regular scheduled meetings, provided that the parties may mutually agree to hold a special meeting at any time.

#### **ARTICLE 17 - DISCHARGE CASES**

- 17.1 The Union acknowledges that probationary employees may be disciplined or discharged where in the sole opinion of the Employer, the employee's performance, conduct, attitude, attendance or appearance is unsatisfactory, provided that in making such an evaluation the Company does so in good faith.
- 17.2 A claim by an employee that they have been unjustly discharged from their 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) days after the employee ceases to work for the

Employer. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

- 17.3 Such special grievances may be settled by confirming the management's action in dismissing the permanent employee, 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.
- 17.4 When an employee has been dismissed or if dismissal and resignation has been discussed, the Employer will inform the employee of their right to interview a Shop Steward for a reasonable period of time before leaving the premises.

## **ARTICLE 18 - ARBITRATION OF GRIEVANCES**

- 18.1 If either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement and at that time indicate whether the grievance shall be heard by a single Arbitrator or by a three (3) person Arbitration Board.
- 18.2 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.
- 18.3 If a Board of Arbitration is requested, the party in its notice shall nominate an Arbitrator of the Board. Within fifteen (15) days thereafter, the other party will nominate an Arbitrator.

The two (2) Arbitrators 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 two (2) days, they 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.

- 18.4 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, or of the single Arbitrator, as the case may be.
- 18.5 Arbitrators shall not be authorized to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend any part of the Agreement.
- 18.6 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 18.7 The proceeding of the Board 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.

18.8 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.

#### **ARTICLE 19 - BULLETIN BOARD**

19.1 The Employer will provide bulletin boards at the employees' entrance of the hotel for the convenience of the Union for posting notices of Union activity. All such notices must be signed and dated by the proper officer of the local Union, and submitted to the Human Resources Manager or General Manager for their approval before being posted.

19.2 It is recognized by the parties that from time to time the Union may have notices which they may wish to address to one specific department of the hotel, should a bulletin board be available in said department and the notices are in the form of information only.

Under these circumstances, the Union will present to the Human Resources or the General Manager said notices for their approval and Human Resources or the General Manager will post the notice. Removal date of said notices will be agreed upon at the time of approval by Human Resources or the General Manager.

#### **ARTICLE 20 - MUNICIPAL, PROVINCIAL OR FEDERAL LAW**

20.1 It is understood that any changes in municipal, provincial or federal law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

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

#### **ARTICLE 21 - SENIORITY**

21.1 An employee will be considered on probation and will not be placed on a seniority list until after they have completed a total of three (3) calendar months notwithstanding the employee must have completed at least twenty (20) days of service.

21.2 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 1<sup>st</sup> February and 1<sup>st</sup> September of each year. Notwithstanding the above, the Union may request a list at other times.

21.3 An employee shall lose all seniority and shall be deemed to be terminated if they:

- (a) voluntarily leave the employ of the hotel;
- (b) are discharged and not reinstated through the grievance or arbitration procedure;

- (c) are laid off for a period of fifty-two (52) weeks. The individual may be retained on the seniority list with the consent of the parties to this Agreement which shall not be unreasonably withheld.
- (d) fail to report for three (3) consecutive working days without a satisfactory reason;
- (e) use a leave of absence for purposes other than which it was granted, including working for another employer while on a leave of absence without the approval of the Employer;
- (f) fail to return to work or notify the hotel of their intention to return to work within five (5) calendar days, not including Saturdays, Sundays and Holidays upon receipt of notice of recall.

It is understood that the hotel shall call the employee and send notice of the recall by courier service to the last known address of the employee.

- 21.4 When an employee is transferred to another department or food and beverage outlet in the bargaining unit, they shall retain house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, they must start accumulating seniority in that new department.

When the transfers are for less than the probationary period and the employee is returned to the original department within that period of time, the seniority for that employee will continue to accumulate in the original department during the employee's absence.

- 21.5 Temporary Transfers: In the event an employee is assigned to a job other than that to which they are permanently assigned for a minimum of one (1) hour or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is the higher, for all hours in the assigned position.

- 21.6 (a) An employee cannot be transferred or assigned to a job outside of their department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the employee and supervisor.

(b) 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.

- 21.7 Departmental seniority will be the governing factor (see Article 21.2) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability, and efficiency are equal.

- 21.8 Seniority: House seniority applies to benefits. Classification seniority within the department applies to entitlements such as who gets choice of available days off, vacation, and shift preference. Job seniority by classification applies to lay-offs.

- 21.9 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.

- 21.10 When recalling employees to work after lay-off, they shall be called in inverse order to that in which they were laid off.



- 21.11 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 shall have the right only to bump an employee with 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 the employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.
- 21.12 It is agreed that a no-fault position will exist if the term of lay-off, and its subsequent effects as described in the above paragraphs should vary due to the peculiarities of the hotel industry. Should this provision be applied it is understood that each department or each food and beverage outlet will stand on its own as a department.
- 21.13 Part-time employees have seniority only within the part-time classification. A full-time employee changing to part-time status shall have their classification seniority date transferred and applied to the part-time seniority list. Part-time employees are subordinate to full-time employees.
- 21.14 It shall be the duty of the employee or laid off person to notify the Employer's Human Resources promptly, in writing, of any change in their address or telephone number. If any employee or laid off person fails to do this, the Employer shall not be responsible for the failure of the notice to reach them 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 (3<sup>rd</sup>) day after it was sent.
- 21.15 Unless an employee signifies their intention to return to work within five (5) days after being recalled, their name shall be passed over and unless within ten (10) days after being recalled they report to work or give a legitimate reason for being unable to do so, they shall be struck off the seniority list.
- 21.16 Should the hotel close a food and beverage outlet, the hotel must provide the Union with written notice as soon as the Company becomes aware of said impending closure. The affected employee may exercise their 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 their new position.

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, by 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 options:

- (a) The employee may elect to stay on the seniority list for 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.

Either of the above two (2) options must be selected by the employee within a fourteen (14) day period from the closure date in writing or by application to the Human Resources.

Failure on the part of the employee to select either (a) or (b) will be assumed by the parties to this Agreement, the Employer has the right to apply paragraph (b) and there will be no recourse from this selection.

In addition, the Employer will pay the employee the monies provided for under the *Employment Standards Act* for the Province of Ontario in accordance with the lieu of notice provision.

## **ARTICLE 22 - SUBCONTRACTING**

- 22.1 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 a job listed within the article of cash wage rates (Article 33), 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.
- 22.2 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. 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.
- 22.3 The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union officer prior to implementation.
- 22.4 If a food and beverage outlet is to be leased or any job is to be contracted out, the Employer will advise the Union in writing as soon as the Company becomes aware of said impending change. Further, the Employer shall advise those affected employees immediately so that they may join the new Employer or elect to seek alternate employment within the hotel in accordance with Article 21.16.
- 22.5 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 their 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 endeavour to assist the Union collecting monies owing.

## **ARTICLE 23 - LEAVE OF ABSENCE**

- 23.1 Leaves of Absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion. Any person who is absent with written permission shall not be considered laid off, and their seniority shall continue to accumulate.
- 23.2 Any employee elected or appointed to a full-time executive position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one (1) year. Any employee who is appointed as a Union Representative of the Union will be granted a leave of absence without pay and benefits as herein provided for a period up to one (1) year.
- 23.3 Requests for leave of absence must be made in writing to the manager as early as possible, but not later than two (2) weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of leave of absence and reason for requesting the leave.
- 23.4 The Employer will reply in writing to the employee within seven (7) days after receipt for the Leave of Absence, or within any longer period which may be mutually agreed to at the time.
- 23.5 Jury Duty
- 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.
- 23.6 Employees shall be granted maternity and parental leave in accordance with the Ontario Employment Standards Legislation. It is understood that employees shall be granted no less than the benefits that are provided at the time of ratification.

## **ARTICLE 24 - UNION LEAVES AND TRAINING**

- 24.1 The Employer will grant Leaves of Absence to associates to attend Union Conventions, seminars, education classes or other business.
- Payment of leaves of absence to attend Union Conventions, seminars, education classes or other business will not exceed three (3) hours per month (non-cumulative) for a maximum of eight (8) people.
- Notwithstanding the above, the Union will be required to notify the Employer fourteen (14) days in advance. The Employer maintains the right to deny the request in order to maintain an adequate and qualified workforce.

## **ARTICLE 25 - BEREAVEMENT LEAVE**

- 25.1 Full-time regular employees of the Employer on completion of the probationary period of

three (3) calendar months worked shall be entitled to receive Bereavement Leave as follows:

An employee shall be entitled to three (3) days' leave of absence with three (3) days' pay at the time of death of a spouse or same sex partner, or child, or father or mother, or sister or brother, or mother-in-law or father-in-law, or grandchildren or grandparents.

In order to qualify for the foregoing bereavement allowance, employees must supply proof by way of doctor's certificate or newspaper clipping. Department Heads must be properly notified.

## **ARTICLE 26 - HOURS OF WORK AND WORKING CONDITIONS**

- 26.1 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.
- 26.2 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.
- 26.3 Departmental weekly work schedules will be posted by Wednesday by 1:00 p.m. for the commencement of work on Sunday. The Employer may, upon giving seventy-two (72) hours' notice to the affected employee revise said schedule. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay-off in 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.

It is agreed that if the hotel finds it necessary to call in an employee due to unexpected business or a staff shortage within the classification, the hotel shall request for employees to perform said work in order of classification seniority.

However, in the event that all employees refuse, employees shall be compelled to report for work in order of inverse classification seniority. It is further agreed that in the event that an employee upon receiving no less than seventy-two (72) hours' notice refuses to work or fails to show up on three (3) occasions in a six (6) month period their employment shall be deemed terminated.

- 26.4 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 payments to accommodate their requested changes in days off or shift changes.

Any meetings called by management and outside of an employee's scheduled shift when

identified as voluntary attendance will entitle the employee to straight time pay for the time attended. However, the parties agree that mandatory meetings will be treated as hours worked and all provisions of the Collective Agreement will apply.

Employees who wish to avoid attendance at mandatory meetings must obtain advance permission from their department manager, which will not be unreasonably denied.

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

26.6 The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., beyond the control of management. The reporting for work allowance is as described above, notwithstanding Articles 26.3 or 26.4 of this Agreement.

26.7 In the event of a work shortage or a decline in workload in any given classification, employees within the classification may volunteer, upon management's request, to leave prior to the scheduled departure time, provided the employee has received the reporting pay or pay in lieu thereof. Preference shall be given to senior employees.

26.8 In the event of a drastic decline, beyond the control of management, and in the event that no employee has departed as outlined in Article 26.7, employees may be compelled to depart in inverse order of classification seniority, provided that the employee has received the reporting pay or pay in lieu thereof and that there is at least one other employee in the classification remaining to perform work.

#### 26.9 Vacant Positions and Job Postings

Should a position become available and a replacement is required the Company will post for seven (7) calendar days on the Human Resources Bulletin board as well as in the cafeteria, the availability of the position.

26.10 Employees wishing to fill a vacant position shall make their applications in writing, within the seven (7) calendar days 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 employees in other Departments or Food and Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration. In so doing, the Employer shall consider an employee's prior training.

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

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

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.

## **ARTICLE 27 - OVERTIME REGULATIONS**

- 27.1 Employees shall receive for hours of work in excess of eight (8) hours of work daily, or forty (40) hours in a week, overtime pay at the rate of time and one half (1 ½) their hourly rate for hours of work.
- 27.2 Servers and bartenders shall complete service on guests, notwithstanding the fact that the employee has reached eight and one half (8 ½) hours, and such additional time shall be paid at the employee's regular rate for the first half (1/2) hour and time and one half (1 ½) their regular rate for all time after the first half hour.
- 27.3 Each employee must obtain from their department head authorization in writing in advance of their overtime work before overtime money will be paid.
- 27.4 Any work performed on the 6<sup>th</sup> or 7<sup>th</sup> consecutive day shall be paid for at the rate of time and one half (1 ½) of their regular hourly rate of pay.
- 27.5 It is agreed by the parties that if an employee requests a change in their scheduled days off (as provided for under the Seniority Clause), or requests to work on their scheduled day off to make up for a shortage of hours which results in work being performed on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day, the Employer shall not be required to pay overtime rates to honour this request.

## **ARTICLE 28 - OTHER WORKING CONDITIONS**

- 28.1 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.
- 28.2 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.
- 28.3 Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.
- 28.4 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 they will be given a second fifteen (15) minute 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 and not be paid if not taken. All employees who are scheduled for five (5) hours or more shall be entitled to an unpaid half (1/2) hour lunch break.

Notwithstanding the above, the parties agree that this duty meal will be taken on the employee's own time.

- 28.5 Corkage Fee: When the regular corkage fee is charged and bar service is provided, the Employer shall pay the server a service charge of fifteen percent (15%) of the said corkage fee.

When there is no corkage being charged, or corkage is charged at a reduced rate, and bar service provided, the Employer shall pay the server a service charge of ten percent (10%) of the published corkage charge.

- 28.6 When a person calls to make a reservation for a party of eight (8) or more for lunch or dinner in one of the hotel dining rooms, it is suggested to the person making the reservation that a suggested gratuity of fifteen percent (15%) will be added to the bill. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill, the guest is under no obligation to pay it.

Finally, even if the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service, the gratuity is not added to the cheque.

- 28.7 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 the reasons for their failure to report. All cases of absence must be reported to the department head or manager on duty, on the first day at least three (3) hours prior to the normal reporting time of the employee concerned. On the AM shift commencing 8:00 AM or earlier, an employee must report at least one and a half hours before the commencement of the shift. Best efforts to contact the Employer as soon as possible are encouraged.

- 28.8 (1) The Employer agrees to a ten percent (10%) service charge on retail price payable to service staff for hotel-sponsored functions and/or meetings (in-house).

(2) Fifteen percent (15%) of the retail value of a guest check for individual managers will be paid as a gratuity (including sales groups, etc).

(3) Fifteen percent (15%) of the retail value of the check, but to the maximum of a voucher or a gift certificate, shall be paid as a gratuity.

(4) Taxes are excluded from the retail value.

## **ARTICLE 29 - UNIFORMS**

- 29.1 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, kept in good repair and, when needed, replaced by the Employer at no cost to the employee.
- 29.2 Any change at the hotel from the standards in the style of uniforms that would require support colour coordinated garments would be a subject of discussion with the Union.
- 29.3 The Company agrees to provide a tool and knife allowance in the amount of fifty-five dollars (\$55.00) per year, on July 1, for full-time kitchen employees and maintenance employees with greater than one (1) year of seniority (excluding apprentices) for the purchase of required tools.
- 29.4 The Employer will provide eighty-five dollars (\$85.00) yearly shoe allowance upon remittance of receipt of purchase to full-time employees who have completed their probationary period, working in the Kitchen and Stewarding classifications.

Full-time employees working in the Receiving, Maintenance, Banquet Porter, and Houseperson classifications will receive, once every two (2) years, the amount of eighty-five dollars (\$85.00). 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.

## **ARTICLE 30 - VACATIONS**

The vacation schedule is as follows:

- 30.1 All regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than five (5) years in their anniversary year, shall receive two (2) weeks' vacation with four percent (4%) of gross wages.
- 30.2 All full-time regular employees of the Employer who have completed five (5) years of continuous service with the Employer, but less than eleven (11) years in their anniversary year shall receive three (3) weeks' vacation with six percent (6%) of gross wages.
- 30.3 All full-time regular employees of the Employer who have completed twelve (12) years or more of continuous service with the Employer, shall receive four (4) weeks' vacation with eight percent (8%) of gross wages.
- 30.4 All full-time regular employees of the Employer who have completed twenty-one (21) years of service or more of continuous service with the Employer, shall receive five (5) weeks' vacation with ten percent (10%) of gross wages.
- 30.5 Vacations shall be granted within ten (10) months following the date on which an employee qualifies.
- 30.6 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 long as it does not prevent the Employer from maintaining a qualified and adequate work force.

Vacation credits shall not be cumulative from year to year. Employees eligible for four (4) or more weeks of vacation shall be entitled to carry over up to two (2) weeks of vacation into the next year but in such cases no more than two (2) extra weeks can be in the employee's bank at any one time. In all other cases vacation credits shall not be cumulative from year to year.

- 30.7 The parties agree that employees are expected to schedule and take vacations earned.
- 30.8 It is agreed by the parties that each hotel will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement.
- 30.9 The usual deductions from an employee's pay will be deducted from the employee's vacation money.
- 30.10 All full-time employees with the greatest length of continuous service will be given first choice of vacation dates, provided that the Employer shall be entitled to maintain a qualified and adequate work force.
- 30.11 The Employer will arrange for a vacation schedule to be posted by department by February 1<sup>st</sup> of each year.
- 30.12 The vacation schedule in its final form will be posted by department by March 31<sup>st</sup> of each year. Vacation requests made thereafter shall be in writing to the Department Head and will be approved on a first come first served basis subject to the previously approved vacation.

#### **ARTICLE 31 - PAID HOLIDAY PRIVILEGES**

- 31.1 The hotel will grant to all full-time regular employees who are on the seniority list, within the scope of the Contract pay for the days listed:
  - New Year's Day
  - Family Day
  - Good Friday
  - Victoria Day
  - Dominion (Canada) Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  - Birthday
  - Anniversary Day
  - Floating Holiday (to be scheduled by mutual consent)
- 31.2 When not required to work, the hotel will grant the employee one (1) day's money, according to their regular rate for the above noted fourteen (14) days. When the employee is required

to work on any one (1) of the above noted fourteen (14) days, they shall be paid in addition to their regular rate of pay, their 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.

31.3 In the event of a holiday, as specified in this Article, falling within an employee's vacation period, the Employer has the choice of either:

(a) Extending the vacation period by one (1) working day, with pay; or

(b) Paying an extra day's vacation pay.

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

31.4 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.

31.5 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work their scheduled shift on the day immediately prior to and their scheduled shift immediately following the holiday in lieu of the statutory holiday.

31.6 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 fourteen (14) days prescribed, then the Employer and the Union will mutually agree to substitute for this day one (1) of the six (6) present unlegislated days.

31.7 When a holiday falls on an employee's working day, 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, 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 departmental seniority.

## **ARTICLE 32 - HEALTH AND SAFETY**

32.1 The Employer and the Union agree that they will mutually co-operate and maintain reasonable standards of Health and Safety in order to prevent injury and illness.

32.2 The employee who is required by law to submit a medical examination shall not be compensated for any loss of income by the Employer.

An employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at their straight time hourly rate for a reasonable amount of time spent in attending to such examination.

- 32.3 If any employee upon being so examined is found not to fulfill the medical requirements for their position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the physicians. Their employment may be terminated and such termination may be the proper subject of a grievance within the meaning of this Agreement and shall be arbitrable.
- 32.4 The parties will establish a joint health and safety and environment committee to meet on a monthly basis to discuss matters related to health and safety and the environment. At least half of the members of the committee shall be bargaining unit employees selected by the Union; the remainder shall be selected by management.

### **ARTICLE 33- HEALTH AND WELFARE/ WEEKLY INDEMNITY PLAN**

- 33.1 The Employer agrees to contribute two dollars and ten cents (\$2.10), plus applicable taxes, per hour paid per employee in the bargaining unit to the Millworkers Health and Welfare Plan (Unifor) Fund (the "Trust"). Contributions for each month will be paid by the 10<sup>th</sup> of the following month (e.g. April 2021's contributions are due May 10, 2021 and so on).

Effective date of ratification, the rate will increase to two dollars and thirty cents (\$2.30), plus applicable taxes, per hour paid.

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

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

It is understood that hours "paid" includes holidays, vacation, maternity and parental leaves, disability and sickness (both work and non-work related) and adjustments to pay cheques.

- 33.2 In addition, the Employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.
- 33.3 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.
- 33.4 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.
- 33.5 Remittance and Contribution Reports  
All Health and Welfare payments shall be calculated on each pay period contained in a month, and shall be remitted and received by the trust of the Millworkers Health and Welfare Plan (Unifor) Fund prior to the fifteenth (15<sup>th</sup>) day of the following month.

The Employer will be responsible for loss of benefits to any employee because of any

Employer's default action of payments.

### 33.6 Plan Trustees

The Trustees of the Millworkers Health and Welfare Plan (Unifor) Fund will ensure that they act responsibly and prudently at all times.

### 33.7 Review of Employer's Payroll Records

The Employer shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 33 of this Agreement.

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

### 33.8 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- 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

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

### 33.9 Interest on Delinquent Contributions

The trustees of the Millworkers Health and Welfare Plan (Unifor) Fund may charge interest on contributions to the Trust which are overdue by more than thirty (30) days at the rate of the Scotiabank 30 Day GIC rate on the first (1st) day of the month in question plus two percent (2%) compounded monthly.

### 33.10 New Benefits

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

## **ARTICLE 34 - PENSION PLAN**

- 34.1 The Employer will pay one dollar and twenty-one cents (\$1.21) per hour worked.
- 34.2 All pension payments shall be calculated from the first (1<sup>st</sup>) 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 (15<sup>th</sup>) day of the following month. The Canadian Savings Bond Program shall be made available for all employees.
- 34.3 Notwithstanding the provision in this Agreement under the scope clause, whereas only those employees that work regularly twenty-four (24) hours per week or more shall be classified as full-time regular employees after completing their three (3) calendar months, the stated amounts per hour will be paid on behalf of all employees that work on a regular basis of twenty (20) or more hours per week, upon completion of the probationary period. It is agreed that part-time employees who have completed the probationary period may voluntarily opt in to the pension plan.
- 34.4 The parties agree the plan will be administered by the Labour Management Trust Committee. Retirement seminars shall be provided to all employees no less than three (3) months prior to retirement.

## **ARTICLE 35 - RETIREMENT ALLOWANCE**

- 35.1 For those employees whose age and service equal seventy-five (75) and who choose to retire at or after the age of sixty (60) and before age sixty-one (61) shall be entitled to a lump sum payment of two thousand dollars (\$2,000.00) for every five (5) years of service, or part thereof, to a maximum of ten thousand dollars (\$10,000.00).

For those employees whose age and service equal seventy-five (75) and who choose to retire at or after the age of sixty-one (61) and before age sixty-two (62) shall be entitled to a lump sum payment of eighteen hundred dollars (\$1,800.00) for every five (5) years of service, or part thereof, to a maximum of nine thousand dollars (\$9,000.00).

For those employees whose age and service equal seventy-five (75) and who choose to retire at or after the age of sixty-two (62) and before age sixty-three (63) shall be entitled to a lump sum payment of sixteen hundred dollars (\$1,600.00) for every five (5) years of service, or part thereof, to a maximum of eight thousand dollars (\$8,000.00).

For those employees whose age and service equal seventy-five (75) and who choose to retire at or after the age of sixty-three (63) and before age sixty-four (64) shall be entitled to a lump sum payment of fourteen hundred dollars (\$1,400.00) for every five (5) years of service, or part thereof, to a maximum of seven thousand dollars (\$7,000.00).

For those employees whose age and service equal seventy-five (75) and who choose to retire at or after the age of sixty-four (64) and before their sixty-fifth (65<sup>th</sup>) birthday shall be entitled to a lump sum payment of one thousand dollars (\$1,000.00) for every five (5) years of service, or part thereof, to a maximum of five thousand dollars (\$5,000.00).

During the life of this collective agreement, for those employees whose age and service equal seventy-five (75) and who choose to retire at the age of sixty-five (65) or after shall be entitled to a lump sum payment of one thousand dollars (\$1,000.00) for every five (5) years of service, or part thereof, to a maximum of five thousand dollars (\$5,000.00).

## **ARTICLE 36 - CASH WAGE RATE**

36.1 (a) 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) For all shifts worked starting between 11:00 p.m. and 12:00 a.m. and finishing between 7:00 a.m. and 8:00 a.m., a midnight premium of fifty cents (\$0.50) per hour shall apply. Said premium is included on the below rates marked (\*).

36.2 Legislated Wage Rates:

It is agreed by the parties to the principle of retaining, during the life of this Agreement, a twenty cent (\$0.20) per hour differential above the Provincial minimum wage for all employees who are affected.

36.3 The parties agree to a starting rate. New employees will receive eight percent (80%) of the contract rate in effect at the time of hiring after the date of ratification, for six (6) months. The 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 adjustment will commence with wage rate increases in accordance with that shown in Article 36.

36.4 Notwithstanding Article 36.3, starting rate, the schedule of Wages contained in Article 36 is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this Agreement, and they will be eligible for increases where applicable. Any employee who is receiving a higher rate of pay than the minimum shall receive the classification wage increase.

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

## Wage Scale

<u>Classifications</u>	February 1, 2021	February 1, 2023	August 1, 2023
<b>Style Department</b>			
Stylists (Room Attendants)	\$ 22.57	\$ 22.80	\$ 23.02
Style Support/Houseperson	\$ 22.57	\$ 22.80	\$ 23.02
Style Support/Linen	\$ 22.57	\$ 22.80	\$ 23.02
<b>Engineering</b>			
General Maintenance	\$ 26.62	\$ 26.89	\$ 27.16
<b>Food Production</b>			
Station Chef	\$ 29.61	\$ 29.91	\$ 30.21
1st Cook	\$ 26.94	\$ 27.21	\$ 27.48
2nd Cook	\$ 25.07	\$ 25.32	\$ 25.57
Receiver (F&B Stores)	\$ 23.31	\$ 23.54	\$ 23.78
Steward	\$ 22.57	\$ 22.80	\$ 23.02
<b>F&amp;B Outlets (Public School Coffee House and Restaurant)</b>			
Bartender	\$ 22.66	\$ 22.89	\$ 23.12
Server	\$ 14.03	\$ 14.17	\$ 14.31
Barista	\$ 18.25	\$ 18.43	\$ 18.62
<b>Room Service</b>			
Room Service Server	\$ 17.77	\$ 17.95	\$ 18.13
<b>W Living Room</b>			
Server (former concierge attendant)	\$ 22.57	\$ 22.80	\$ 23.02
Bartender	\$ 22.66	\$ 22.89	\$ 23.12
<b>Skylight</b>			
Mixologist	\$ 22.85	\$ 23.08	\$ 23.31
Server	\$ 14.20	\$ 14.34	\$ 14.49
Assistant Server	\$ 16.85	\$ 17.02	\$ 17.19
<b>Welcome Department</b>			
Welcome Agent (former Front Desk Agent)	\$ 22.57	\$ 22.80	\$ 23.02
Whatever/Whenever Agents (AYS)	\$ 22.57	\$ 22.80	\$ 23.02
Night Auditor	\$ 23.08	\$ 23.31	\$ 23.54
Welcome Ambassador (Bell/Valet)	\$ 15.66	\$ 15.82	\$ 15.97
Peter	\$ 18.81	\$ 19.00	\$ 19.19
Victor	\$ 17.47	\$ 17.64	\$ 17.82
Ivan	\$ 16.26	\$ 16.42	\$ 16.59

<u>Classifications</u>	February 1, 2021	February 1, 2023	August 1, 2023
Server	\$ 14.03	\$ 14.17	\$ 14.31
Porter	\$ 22.57	\$ 22.80	\$ 23.02
Bartender	\$ 21.93	\$ 22.15	\$ 22.37

### **ARTICLE 37 - ROOM SERVICE**

- 37.1 In the Room Service Department, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on the guest's cheque, with the understanding that non-payment of all/any service charge to the hotel by the guest will be recoverable from the employee.
- 37.2 The service charge of any function held in a hotel suite or private room, that is sold through sales and catering shall be provided to the unionized staff servicing the function.
- 37.3 The hotel will continue its past practice currently in effect.
- 37.4 For all promotional charges including but not limited to VIP amenities, Marriott Gifts and Sales Promotions, a fixed gratuity per delivery in the amount of one dollar and seventy-five cents (\$1.75) shall be paid to the Room Service Server.
- 37.5 The Company shall pay Room Service Attendants at the Kitchen Helper rate of pay for all hours worked when no cook is working.

### **ARTICLE 38 - SERVICE DEPARTMENT**

- 38.1 Tour Baggage: This article does not apply to transportation crews unless the baggage fee is part of the crew contract with the hotel. The Union would have reasonable access to relevant documents which would support management's claim that the crew contract does not contain a baggage fee. Effective date of ratification three dollars and twenty-five cents (\$3.25) per bag in and out.
- 38.2 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.

It is agreed that upon receipt of proper documentation, the hotel may decrease baggage fees by twenty cents (\$0.20) if the current contract rate would result in the loss of business.

- 38.3 The Employer agrees to include the phrase "gratuity not included" on baggage claim tags, commencing with the first order following ratification.

### **ARTICLE 39 - BANQUET DEPARTMENT**

- 39.1 In the event that the hotel charges the guest for room set up, a rate shall be negotiated with the Union for the Banquet Porters.



39.2 Full-time employees under Article 39 shall enjoy all benefits of a full-time regular employee unless otherwise stated in this schedule. Part-time employees under Article 39 will be entitled to all terms and conditions so spelled out in this schedule, and shall be booked according to seniority.

### 39.3 Hours of Work and Overtime

Hours of work and overtime provisions for all employees under this schedule shall be in conformity with the *Employment Standards Act* of the Province of Ontario (i.e., twelve (12) hours in a day, forty-four (44) hours in a week). With the exception of Banquet Porters, who will be scheduled in accordance with the general body of this Agreement.

### 39.4 Service Charge Food

It is agreed that one hundred percent (100%) of the service charge left by a guest shall be shared among the servers who serve the food and the banquet housemen/porters.

39.5 (a) Payment of the service charge shall be equally divided amongst the servers who provide the service and they shall receive from the hotel an itemized breakdown for each function worked and their service charge every two (2) weeks.

(b) Payment of service charges shall be equally divided amongst the banquet housemen/porters and they shall receive from the hotel an itemized breakdown for each function every two (2) weeks.

39.6 The parties recognize and agree for the need to standardize the method in the distribution of service charge to Banquet (Union) Captains and provide the following mechanism to achieve this goal. Should the parties agree to create this position, the hotel will continue to pay, from the management portion, the current distribution to these employees for the duration of this Agreement.

39.7 (a) Service Charge Beverage: It is agreed that any service performed for banquet bar, and all other banquet beverage service that one hundred percent (100%) will be shared amongst the employees providing the service and the banquet housemen (porters).

(b) C.O.D. Bars: It is agreed that one hundred percent (100%) of the service charge left by a guest shall be shared among the banquet bartenders serving the function and the banquet housemen (porters).

(c) Bartenders, Servers, and Banquet Porters shall receive an itemized breakdown for each function and their service charge every two (2) weeks.

39.8 It is further agreed that the checks, 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 is subject to deduction from subsequent lists.

39.9 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.

39.10A 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 their findings within thirty (30) days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

39.11 Serving the Wine: 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.

It is also understood that when a bartender is requested to set up the wine service they will receive a share of the gratuities as follows:

Servers	58%
Bartenders	40%
Porters	2%

Where there is both bar and food service requested for functions, there shall be one (1) bartender scheduled with the necessary servers. For fifty (50) guests or less the servers and the bartender shall be responsible for the service of the food, bar, and wine service. The bar, wine and food gratuities shall be combined and divided equally.

Food and wine service shall be paid at the server's rate. Bar service shall be paid at the bartender's rate.

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.

39.12 Working Conditions: It is understood that due to the nature of banquet requests, regular scheduling of shifts may not always be possible.

Although, with a view to maximizing available hours, classification seniority within the banquet department shall apply to: selection of available days off and scheduling of available hours in order of seniority.

39.13 It is agreed that employees will be paid a two dollar (\$2.00) per hour premium in addition to the gratuities as provided herein for any off-site catering.

39.14 An employee who refused two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment by the Company. However, should a mutually agreeable schedule of availability be provided by a part-time banquet employee prior to the posting of the schedule, or should the Company attempt to schedule an employee with less than seventy-two (72) hours' notice, the foregoing is not applicable.

All part-time banquet employees must notify the Banquet Manager in writing or email by noon on Tuesdays of their availability for the following week. An employee may provide the Banquet Manager with the notification of "standing" availability instead of weekly availability. Employees must call in or email by Thursday noon to confirm the following week's schedule.

If no availability is provided, the Employer will assume that the employee has no availability.

If availability is not provided for a period of six (6) consecutive months, an employee shall be deemed to have terminated his/her employment.

#### 39.15 Gold Plate - Trial Functions

- (a) It is agreed that nothing so noted in any of the aforementioned language will supersede the existing practice of gold plate-special functions, where management reserves the complete right to select those service persons that will be provided.
- (b) The parties agree that the service charge paid to the employees for such noted service will be sixty-five dollars (\$65.00).
- (c) It is understood and agreed, where current practices provide amounts in excess of this number, the hotel will continue the present practice.

#### 39.16 Clean-Up for Dinner/Dance:

- (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 and leave the tablecloths on the tables.
- (b) Where a server is required to perform clean-up work when there is no food service, or is required to set up or clean another function and are not scheduled to serve that function, they will receive a rate of pay equal to that of the banquet houseman/porter for those hours worked.
- (c) Bartenders will clean up glasses after dinner is served. If extra help is required for clean-up, the manager will request before the start of the function, the number of servers needed to stay for cleaning up of the function. If the Manager does not have a response to their request, they will appoint the number needed from part-time servers who worked at the function. Servers will have a first refusal by seniority, strictly on a voluntary basis.
- (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 clean-up work.
- (e) A server shall not be required to perform a cook's duty.

39.17 Part-Time Employees - Clarification: The parties recognize that due to the peculiarities of the hotel business and the banquet department there will be periods during the employee's year where they will work in excess of the normal part-time cap of twenty-one (21) hours, but for the above stated reasons will not enjoy the full-time benefits as indicated.

39.18 It is also recognized that in the interest of prioritizing work assignments to senior people, they may work in excess of the maximum required by the part-time person however, in doing so will not change their status or benefits.

39.19 All other banquet servers hired on a part-time basis will be in accordance with the banquet Article 39.

39.20 Management Functions: Employers agree to a ten percent (10%) service charge on retail price payable to service staff for hotel sponsored functions and/or meetings.

#### **ARTICLE 40 - SUCCESSORSHIP**

40.01 (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 work weeks, 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 41 - TECHNOLOGICAL CHANGE**

41.1 Technological Change shall be defined as the introduction by the Employer of equipment or materials of a different nature on hand than that previously used by the Employer, in the manner, methods or procedure in which the Employer carries on their business that is related to the introduction of that equipment or material, and as a result of which ten (10) or more bargaining unit employees will risk loss of employment.

Under such circumstances, the Employer will provide written notice to the Union as soon as they are aware of said impending change. Any employee who is terminated as a result of technological change shall be eligible for retraining to equip the employee to operate the new equipment. If such training is practical, it will be provided by the Employer without cost to the employee.

In cases where training is not practical and/or where the employee has not taken advantage of the provisions of seniority to obtain another position within the hotel, the Company undertakes forwarding copies of all job postings, upon the employee's request, for six (6) months for which the employee may have the requisite skills for the hotel, or where possible, other hotels in the chain in the immediate area for which the employee may then be considered.

#### **ARTICLE 42 - UNIFOR PAID EDUCATION LEAVE (PEL)**

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

#### **ARTICLE 43 - HOUSEKEEPING DEPARTMENT**

43.1 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 and house persons are paid to work by the hour. The wage is not based on how many rooms they clean.

1. The parties agree that room attendants are expected to take breaks and meal periods.
2. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he shall advise her/his supervisor by 2:00 p.m. or as soon as she/he is aware. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken.  
Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.
3. The parties agree to continue the practice that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
4. Room Attendants assigned ten (10) or more checkouts will have their room assignments reduced by one (1) credit on the particular day.
5. Room Attendants who are assigned to clean on two (2) floors or more will have their room assignments reduced by one (1) credit on that particular day.
6. 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.
7. Supply 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.
8. Extreme Wow Suites will count as three (3) credits for the purposes of room assignments.
9. Wow Suites and Studios will count as one and a half (1 ½) credits for the purposes of room assignments.
10. Fantastic Suites will count as two (2) credits for the purposes of room assignments.

**ARTICLE 44 - TERMINATION OR MODIFICATION**

- 44.1 The terms and conditions of the Agreement (including the attached Letters of Understanding) 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.
  
- 44.2 The parties hereto agree to meet for the purpose of negotiations within ten (10) days after giving of such notice, and if as a result of such negotiations the parties fail to negotiate a new Agreement or modification of the present Agreement, prior to the first day of February 2024 following the date of such notice, then this Agreement shall terminate the first day of February 2024. It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or related to the original proposals.
  
- 44.3 On completion of negotiations for a new contract, if an agreement is reached between the hotel and the Union negotiating committee, a memorandum of full settlement shall be drawn up and signed by the parties, covering all and every amendment to the contract before the Agreement is presented by the Union to the membership for ratification.

Signed at Toronto, Ontario, this \_\_\_ day of \_\_\_\_\_, 2022.

For the Union

For the Employer

Yapman

Adrian

Chris Koehn

F. G. Jones

\_\_\_\_\_

JK

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## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING No. 1**

#### Re: Room Service and Welcome Department

It is agreed the individual classifications within the Room Service and Welcome Department shall be combined to a general classification within the department. In the event that the hotel reverses to the original classification it is understood that all employees shall revert to their original classification with no loss of seniority.

It is further agreed that available shifts shall be scheduled on the basis of seniority within the department. Work within each classification on any given shift should be on a fair and rotational basis.

For the Welcome Department, all tour baggage gratuities shall be divided equally, amongst all employees from said department on shift during an arrival or departure of a tour group. It is agreed that all other gratuities shall remain the sole property of the employee who receives same.

### **LETTER OF UNDERSTANDING No. 2**

#### RE: Cots

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

### **LETTER OF UNDERSTANDING No. 3**

#### RE: Hospitality Suite Set-up

The parties agree that work performed by the Houseperson/Banquet Porter for the set up and tear down of each guest room will be at the rate of twenty-five dollars (\$25.00).

These monies will be totaled at the end of every two (2) weeks and will be divided on the basis of the total overall hours worked by each houseperson.

The hotel shall post, in the banquet office, a list of all functions subject to this charge over the past two (2) weeks. Records of these calculations will be made available to the Union for inspection upon forty-eight (48) hours' notice.

#### **LETTER OF UNDERSTANDING No. 4**

##### Re: Contracting Out

No employee employed on the date of signing of this Collective Agreement shall be laid off during the term of this Agreement, as a direct result of the Employer contracting out any work currently performed by present employees.

The foregoing limitations shall not apply to any work that is currently contracted out. It is further understood that the Letter of Understanding shall expire with the termination of this Collective Agreement.

#### **LETTER OF UNDERSTANDING No. 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 classification.

#### **LETTER OF UNDERSTANDING No. 6**

##### Re: Action Committee Meetings

The parties agree to Action Committee meetings requested by either party, but no more than once on a quarterly basis. Meeting will involve the relevant departmental representatives, the departmental shop steward, and a Union Representative.

#### **LETTER OF UNDERSTANDING No. 7**

##### Re: Availability of Shifts

The Union and the Employer agree to post a weekly shift availability schedule in each department once a year on August 1, for implementation September 1.

Employees will have the right to choose such available weekly shifts by classification seniority within the department.

#### **LETTER OF UNDERSTANDING No. 8**

##### 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 No. 9

### 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 properties;

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

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

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the UNIFOR Local 112 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be disbursed by consensus decision of a committee which shall include a designate or substitute from the Hospitality Workers Training Centre, a designate of the Employer, and one union appointed bargaining unit member.

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

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

The Union recognizes that the Company expects employees to share its commitment to quality and customer service. This shared commitment is necessary for the Hotel to effectively deliver enhanced training and guest service. The Union further recognizes that training on the Company'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 No. 10**

#### **Re: Valet Parking Spots**

The Company agrees to maintain all parking spots currently used by valet employees.

1. The Company has the right to instruct the Valet employees to park certain vehicles (i.e. sales clients, senior officials of the Company).
2. Over-height vehicles will be subject to a charge determined by the Company, which will be split between Valets and the hotel according to the following (twenty-five percent (25%) to Valet).

### **LETTER OF UNDERSTANDING No. 11**

#### **RE: Integrity Audit**

Where discipline/discharge is imposed on an employee as a result of an Integrity Audit, the information related to the employee and the incident will be shared with the Union prior to the conclusion of the grievance procedure.

### **LETTER OF UNDERSTANDING No. 12**

#### **Re: Deleted Classifications**

The parties have agreed to delete the following classifications for administrative purposes, since no employees are currently occupying them.

Should the hotel reintroduce any of the classifications, they will be part of the bargaining unit. Their wage rate, in such circumstances, shall reflect their wages as of February 1, 2011, taking into consideration percentage increases since that time.

Room Preventative Maintenance  
Third Cook  
Kitchen Helper  
Seamperson and/or Uniform Attendant  
Garbage/Pots  
Steward Helper  
Car Jockey  
F&B Cashier

Minibar Attendant  
Switchboard Operator  
Night Operator  
Reservationist  
Bus Helper  
Captain  
Concierge  
Order Taker

### **LETTER OF UNDERSTANDING No. 13**

#### Re: Cross Training

The parties agree to encourage bargaining unit members to cross-train in the Host position, so that Servers shall not normally perform Host duties.

### **LETTER OF UNDERSTANDING No. 14**

#### 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.

### **LETTER OF UNDERSTANDING No. 15**

#### Re: Successful Job Applicants

For employees applying for “Front-of-House” Food and Beverage Positions:

Any employee who successfully posts into a new job will not be considered for any other role for a period of twelve (12) months from the effective date in the new role.

This Letter of Understanding expires one (1) year after the official opening of the Hotel.

### **LETTER OF UNDERSTANDING No. 16**

#### Re: Layoff Due to Construction

It is agreed that during construction and/or renovations the normal layoff period shall be extended to the full period of construction and/or renovations.

It is further agreed that upon completion of renovations/construction, the affected employees shall be recalled in accordance with their seniority before any new hires are hired, subject to the terms set out in the collective agreement.

### **LETTER OF UNDERSTANDING No. 17**

#### Re: 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 March 31,

2022, for any employee who is not recalled from layoff due to construction, 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 from the date the Hotel officially opens to no later than March 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.

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