



FIRST COLLECTIVE AGREEMENT

-BETWEEN-

RESIDENCE INN BY MARRIOTT TORONTO MARKHAM

-AND-

UNIFOR AND ITS LOCAL 112

DURATION: OCTOBER 4, 2024 – SEPTEMBER 30, 2026

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE..... 3

ARTICLE 2 – RECOGNITION AND SCOPE..... 3

ARTICLE 3 – HUMAN RIGHTS..... 4

ARTICLE 4 – RELATIONSHIP 5

ARTICLE 5 – UNION SECURITY 5

ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS 6

ARTICLE 7 – UNION REPRESENTATION 7

ARTICLE 8 – GRIEVANCE PROCEDURE..... 9

ARTICLE 9 – ARBITRATION OF GRIEVANCES 10

ARTICLE 10 – DISCIPLINE AND DISCHARGE..... 11

ARTICLE 11 – STRIKES AND LOCK-OUTS..... 12

ARTICLE 12 – LEAVE OF ABSENCE 12

ARTICLE 13 – HOURS OF WORK AND OVERTIME 14

ARTICLE 14 – SENIORITY..... 16

ARTICLE 15 – PAID HOLIDAYS 19

ARTICLE 16 – VACATION..... 20

ARTICLE 17 – HEALTH, SAFETY AND ENVIRONMENT 21

ARTICLE 18 – BULLETIN BOARD 21

ARTICLE 19 – UNION BUTTONS..... 22

ARTICLE 20 – UNIFORMS..... 22

ARTICLE 21 – LOCKERS..... 22

ARTICLE 22 – TRAINING AND EDUCATION 23

ARTICLE 23 – UNION FUNDS 23

ARTICLE 24 – PENSION 23

ARTICLE 25 – CHANGES IN OWNERSHIP AND/OR OPERATIONS 23

ARTICLE 26 – SCHEDULES 24

ARTICLE 27– DURATION 24

SCHEDULE A: CLASSIFICATIONS AND WAGE RATES 26

SCHEDULE B: HEALTH AND WELFARE 26

SCHEDULE C: HOUSEKEEPING DEPARTMENT 27

LETTER OF UNDERSTANDING #1 28

ARTICLE 1 – PURPOSE

1.01 **Purpose**

The general purpose of this Collective Agreement is to establish mutually satisfactory relations between the Company, the Union and the employees; to provide machinery for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

1.02 **Workplace Dignity**

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

1.03 **Calendar Days**

“Days” means calendar days throughout the Collective Agreement unless specified otherwise.

ARTICLE 2 – RECOGNITION AND SCOPE

2.01 **Scope**

The Company recognizes the Union as the sole exclusive bargaining agent for all employees of Residence Inn by Marriott Toronto Markham in the City of Markham, save and except supervisors, persons above the rank of supervisor, office, accounting, front desk, clerical and sales staff and students employed during the school vacation period.

2.02 **Full Time and Part Time Status**

- a) "Full-time" employee shall mean an employee who regularly works twenty-four (24) hours per week or more;
- b) "Part-time" employee shall mean an employee who regularly works less than twenty-four (24) hours per week.
- c) 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 or when they consistently refuse or are unavailable for full-time hours. The employee will be intermingled into the part-time seniority list based upon their classification seniority date. The parties agree that full-time employees should be available to work full-time hours or they will drop to part-time status.

- ii) The Employer will calculate hours to determine eligibility for full time status in January and July of every calendar year by averaging hours paid over the previous six (6) month period. An employee requesting full-time status must be available to work full-time hours.
- 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, and hours worked in any department of the hotel. Authorized absences, including absences due to illness or injury, will be excluded from both the numerator and the denominator when calculating average hours worked.

2.03 **Bargaining Unit Work**

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

2.04 **No Individual Agreements**

The Company undertakes that it will not enter into any agreement or contract with any employee concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

ARTICLE 3 – HUMAN RIGHTS

- 3.01 The Company and Union will not condone personal harassment of any sort or discrimination that is based on sex, gender identity, gender expression, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, family status or disability, or for any other grounds declared unlawful under the Ontario *Human Rights Code*. To the extent that any of the above terms are defined by Ontario *Human Rights Code*, those definitions will apply in this article.

ARTICLE 4 – RELATIONSHIP

4.01 **Union Activity**

The Company and the Union agree that they will not condone discrimination, interference, restraint exercised or practiced by either of them or their representatives or members because of an employee's Union activity or lack of Union activity.

4.02 **Union Access**

A properly authorized representative of the Union shall be required to provide the General Manager or the person designated by them with reasonable advance notice before entering the Hotel. The Union Representative may service grievances and the Collective Agreement with an individual employee who so requests in a room designated by the management. Such releases shall not be unreasonably denied. It is understood that such representative will in no way interfere with the duties of an employee, bearing in mind that Union Representatives and employees have their regular duties to perform on behalf of all parties to this Collective Agreement.

4.03 **Meetings**

The Company will provide a room to the Union for the purpose of training Shop Stewards or meeting members, provided a room is available. Such request will be made in writing.

4.04 **Labour-Management Meetings**

The parties agree to have labour-management meetings when requested by either the Union or the hotel. The labour-management meetings will be between management representatives, shop stewards and the Union Representative. Workers will be fully compensated for time lost to attend these meetings.

ARTICLE 5 – UNION SECURITY

5.01 All current employees and all new employees, as a condition of employment, will be required to complete and sign an application for membership and authorization for check-off of dues and initiation fees as supplied by the Union to the Employer.

5.02 The Employer shall deduct from the pay of all employees covered by this Agreement, initiation fees, Union dues and assessments as determined by the Unifor Constitution and Unifor Local 112's Bylaws, upon receipt of signed authorization.

5.03 The Employer shall remit to the Local Union monthly union dues and initiation fees by the fifteenth (15th) day of the month following the month in which deductions are made. Initiation fees will be deducted from the employee's first pay. Union dues will be deducted from the employee's pay cheque during the first complete month of service. The regular monthly dues will be deducted from every pay period thereafter.

- 5.04 The Employer will supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 5.05 It is understood that the amount of dues and initiation fees is determined by the Local Union, or by the National Union, and can be changed by the Local Union or by the National Union at any time to comply with such Local or National decision regarding same, so long as the Employer received thirty (30) days' notice.
- 5.06 The Employer will supply each month to the Union, along with the monthly dues cheque, the employee dues check-off list which includes:
- Employee names
 - Social insurance numbers
 - House and classification seniority dates
 - Wage rates
 - Contributions to union benefit plans made on the employee's behalf
 - Addresses
 - Phone numbers (including mobile phone numbers)
 - Emails

Any additional necessary and reasonable information, upon request, will be provided after such request in writing within fourteen (14) calendar days from such request. The Union shall indemnify and save the Employer harmless against any and all liabilities arising out of the information provided.

Upon request by the Union, the Employer will submit the information accompanying the dues remittances in an electronic format (e.g. in a Microsoft Excel Spreadsheet).

- 5.07 The Employer will indicate on the employee's T-4 slips a statement of the annual union dues deducted for the previous year.
- 5.08 The Union shall indemnify and save harmless the Company, including its agents and employees acting on behalf of the Company, from any liability including any and all claims, demands, actions or cause of action or any other form of liability arising out of any action taken by the Company for the purpose of complying with this Article.
- 5.09 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS

- 6.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain standards, order, discipline and efficiency;
- (b) hire, assign, direct, schedule, promote, demote, classify, transfer, layoff, recall, suspend, discharge or otherwise discipline non-probationary employees for just cause;
- (c) make, enforce, and alter from time to time reasonable rules and regulations to be observed by employees; and,
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the schedules of work, number of employees to be employed, institute changes in jobs and job assignments, discontinue, reorganize, limit, combine, substitute any operation or part thereof, and determine all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

6.02 The Employer's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the exercise of such rights in the future

ARTICLE 7 – UNION REPRESENTATION

7.01 Union Stewards

The Company acknowledges the right of the Union to elect, appoint or otherwise select one (1) Union Steward and one Alternate Union Steward from the employees in the bargaining unit who have completed their probationary period. Shop stewards will assist employees in presenting their grievances to the representatives of the Company in accordance with the provisions of this Agreement.

7.02 The Union shall keep the Company notified in writing of the names of the Union Stewards and the effective date of their appointment.

7.03 It is mutually agreed that employees shall not be eligible to serve as stewards or members of the Union committee until after they have become permanent employees. The Union will inform the Company in writing of the identity of the stewards with their effective date of appointment and the Company shall not be obliged to recognize such stewards until it has been so informed.

7.04

- a) The Union agrees that Stewards employed by the Company have regular duties to perform on behalf of the Company. No Steward will leave his regular duties without first obtaining permission from his immediate supervisor stating who he/she wishes to contact and the expected duration of his absence. If permission is granted, the matter will be dealt with expeditiously and the Steward will report to his supervisor immediately upon return. Such permission shall not be unreasonably withheld. If requested, the Steward will give reasonable explanation for their absence.

b) The Company recognizes that the Union may be required to train the Shop Stewards and the Alternate Shop Steward from time to time. It is understood that the Union will request in writing, to the General Manager, with reasonable notice. The Company will provide the designated area to conduct the Shop Steward training.

c) **Payment of Educational Seminars and Shop Stewards**

Payment of Educational Seminars for the Shop Steward and the Alternate Shop Steward will not exceed three (3) hours per quarter (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer fourteen (14) days in advance. This provision shall not prevent the Employer from maintaining an adequate and qualified workforce.

7.05 Super-Seniority of Shop Stewards

During the period that an employee is selected and is serving as a Shop Steward, the employee shall be deemed to have more classification seniority than other employees in her classification for purposes of lay-off and recall provided that such employee is capable and has the requisite skill and ability to perform available work in their classification.

It is understood that an employee exercising super-seniority pursuant to this Article will not be able to use this provision to claim more hours than they had been regularly working before a lay-off. It is understood that the Employer will have the right to require an employee who exercises super-seniority to assume part or all of the hours of work of an employee who is being displaced pursuant to this Article.

7.06 Negotiating Committee

The Company acknowledges the right of the Union to elect, appoint or otherwise select two (2) negotiating committee representatives and one alternate from the employees in the bargaining unit who have completed their probationary period. The Negotiating Committee will consist of these negotiating committee representatives and representatives of the National and/or Local Union. The Employer will deal with said committee with respect to any matter which properly arises from time to time during the term of this Agreement and the said committee will co-operate with the Company in the administration of this Agreement.

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 of this Agreement at the proper time as provided herein.

Members of the Union Negotiating Committee will be paid their regular hourly rate for time spent during negotiations, up to a maximum of five (5) eight (8) hour days. It is understood however, that there should be no payment of overtime to committee members on account of time lost for work in excess of the regular working day.

7.07 **Women's Advocate**

- a) 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.
- b) The Union will inform employees about the role of the Women's Advocate and provide contact information as to how the Women's Advocate can be contacted.
- c) 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).
- d) This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.
- e) It is recognized that men sometimes find themselves in the same situations.

The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.
- f) The Union will cover costs associated to lost time required by this role.

7.08 **Racial Justice Advocate**

- a) The Parties agree to identify a Unifor Racial Justice Advocate elected or selected by the Local Union, among the employees in the bargaining unit.
- b) The Racial Justice Advocate is an individual who identifies as Black, Indigenous or a Person of Colour (BIPOC).
- c) The Racial Justice Advocate is a workplace representative who will assist and provide support for BIPOC workers.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within seven (7) days of the incident and it is generally understood that employees have no grievance until they have first given their Department Head an opportunity of adjusting their complaint. All

grievances must contain a concise statement of the facts with the clause or clauses in this Agreement allegedly violated and the remedy sought.

- 8.02 If such complaint or question is not settled to the satisfaction of the employee concerned within three (3) days or within any longer period which may be mutually agreed at the time, then the following steps of the Grievance Procedure may be invoked in order.

Step No. 1

The Department Shop Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate Department Head of the employee concerned. After such discussion as is necessary, the Department Head shall state his/her reply or refusal to make a decision in writing with appropriate reasons and deliver a copy to the Department Shop Steward within two (2) days, or a time mutually agreed upon.

Step No. 2

Should the grievance not be resolved, it shall be referred to Step No. 2 of the grievance procedure, and a meeting shall take place between Union representatives and the General Manager or their designate. 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 ten (10) days, 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.

- 8.03 The Grievor may elect to be present at any stage of the grievance procedure. In respect of group grievances, a maximum of one (1) grievor shall be appointed to attend any grievance meetings on behalf of the group.
- 8.04 Termination, policy and group grievances will begin at Step 2.

ARTICLE 9 – ARBITRATION OF GRIEVANCES

- 9.01 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, propose a sole arbitrator.

Within five (5) days thereafter, the other party shall respond to the proposal by accepting the proposed sole arbitrator or proposing other arbitrators. If they are unable to agree upon an arbitrator within ten (10) days, either may request the Minister of Labour to assist them in selecting an arbitrator.

- 9.02 The parties hereto will jointly bear the expenses of the arbitrator.
- 9.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.
- 9.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

- 9.05 The arbitration proceedings will be expedited by the parties hereto, and the decision of the arbitrator will be final and binding upon the parties hereto.
- 9.06 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.
- 9.07 The time limits as described in Articles 8, 9 and 10, are understood to be weekdays only. Saturday, Sunday and Statutory Holidays are not included in calculation of the time limits.
- 9.08 Notwithstanding section 48(16) of the Ontario *Labour Relations Act*, as amended, for purposes of Articles 8 and 9, and all grievances processed thereunder, all time limits shall be deemed to be mandatory. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.01 Interview with Shop Steward

An employee who is discharged shall be allowed to confer with their Shop Steward in private for a reasonable length of time (up to fifteen (15) minutes) before leaving the Company premises.

10.02 Notify the Union

The Company shall notify the Union of the discharge of a seniority employee within three (3) days of the discharge.

10.03 Sunset Clause

The Company will remove from an employee's file and will not rely on a specific disciplinary warning where that employee has had no further disciplinary warnings of a similar nature within the twelve (12) calendar months immediately following the specific disciplinary warning in question. With respect to suspensions, the Company will remove from an employee's file and will not rely on a specific suspension where that employee has had no further suspensions of a similar nature within the twenty-four (24) calendar months following the specific suspension in question. Nothing in this Agreement prohibits the Company from keeping old warning or suspension records for historical record purposes only.

10.04 Disciplinary Notices

Discipline and discharge notices shall be issued to employees and shall set out reasons for the discipline and discharge. The employee may be asked to sign a copy of a notice to acknowledge receipt, and that acknowledgement is not an admission of guilt. Employees shall receive a copy of all discipline and discharge notices.

10.05 **Presence of Shop Steward for Discipline**

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

10.06 **Access to Employment Files**

All employees shall have reasonable access to their employment files, upon providing forty-eight (48) hours' notice of the request to the General Manager.

10.07 It is understood and agreed that a probationary employee may be discharged with or without just cause. Such a discharge shall not be the subject of a grievance or dealt with pursuant to the grievance and arbitration provisions contained herein. However, a probationary employee shall not be discharged for reasons which are arbitrary, discriminatory or in bad faith.

ARTICLE 11 – STRIKES AND LOCK-OUTS

11.01 The Employer agrees that during the life of this 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 the employees covered by this Agreement, which will stop or interfere with the production or services. If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 **Personal Leave of Absence**

The Company may, at its discretion, for valid reasons grant a leave of absence without pay up to one (1) month without loss of seniority or loss of any rights and privileges. Applications for leave under Article 12, showing the date of commencement, duration of leave, date of return and the reason for the leave must be given to the General Manager or his designate in writing at least fourteen (14) days prior to the desired date of such leave.

The hotel's reply will be given within seven (7) working days following receipt of the request.

Such advance notice may be waived in the case of an emergency.

Requests for personal leaves of absence will not be unreasonably denied but are subject to business and operational requirements.

12.02 Employees on leave of absence will not use the time granted for the purpose other than the reason declared in the request, as accepted by the Employer. In particular, and without limiting the generality of the foregoing, an employee may not do unauthorized work for another Employer while on a leave of absence. Violation of this paragraph will be just cause for discharge.

12.03 **Request for Additional Leave**

Company approval for additional personal leaves of absence in a calendar year or an extension of their leave shall be granted at the Company's discretion and subject to the Company's ability to maintain a satisfactory working schedule and qualified workforce.

12.04 **Emergency Leave**

In the case of leave of absence requests for personal emergencies, Company approval shall not be unreasonably denied. The Company reserves the right to require proof of personal emergency. Emergency leaves may be granted for up to one (1) month.

12.05 **Seniority Accrues**

Any person who is absent with written permission shall not be considered laid off, and her/his seniority shall continue to accumulate.

12.06 **Bereavement Leave**

An employee who has passed their probationary period and who suffers a loss in his/her immediate family or his/her partner's immediate family, shall be granted three (3) consecutive days' leave of absence with pay. "Immediate family" for the purposes of this Article, shall mean mother, father, spouse, partner, son, daughter, brother, sister, mother-in-law, father-in-law, grandchildren or grandparents.

12.07 **Jury Duty**

The Company shall grant a leave of absence to an employee who is required to the selection for jury duty or to serve as a juror or subpoenaed as a crown witness.

The Company will pay such an employee the difference between his/her normal straight time hourly earnings for days he/she would have worked, and the payments he/she received for jury service, excluding payment for travel, meals, or other expenses. The reimbursement will not exceed eight (8) hours in a day or forty (40) hours in a week, up to a maximum of one (1) week.

12.08 **Union Leave**

- a) The Company shall grant an unpaid leave of absence with no benefit coverage to an employee who is appointed or elected to a full time Union position for a maximum of twelve (12) months, unless extended by mutual agreement.
- b) A request for such an approved unpaid leave must be given to the Company by the Union in writing at least fourteen (14) days prior to the commencement of such leave. Such request will be on Union letterhead and signed by an Officer of the Union.
- c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their assignment with the Union.

- d) Employees who have been selected by the Union to attend Union conventions or conferences or attend to other Union business shall be granted an unpaid leave of absence by the Company so long as one (1) person from a classification covered by this Agreement is on such leave of absence at any one time. The Union Representative shall notify the Company in writing, not less than two (2) weeks prior to the start of the leave of absence, of the name of the member requiring the leave and its duration. The Employer will continue benefit coverage during this time and invoice the Local Union for the pro-rated cost of providing those benefits during the unpaid leave.

12.09 **Pregnancy/Parental Leave**

Leave shall be in accordance with the *Employment Standard Act*. An employee on such leave shall accrue seniority during the period of said leave.

12.10 **Employment Standards Act**

The Parties agree that any leave entitlements laid out in Article 12 are inclusive of, and not in addition to, any corresponding leave entitlements provided by the *Employment Standards Act* of Ontario.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 **Normal Work Day, Normal Work Week**

Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a normal week's work. Mention of daily and weekly hours in this Article shall not be construed as a guarantee to such hours, or a guarantee of any particular shift or schedule, except as provided herein. The current work week runs from Saturday to Friday.

13.02 **Reporting for Work**

Where an employee who is required and scheduled to report for work reports for work, the employee will receive at least four (4) hours work at his straight time base hourly rate.

- a) If the Company changes an employee's shift schedule, the employee will be given twenty-four (24) hours' notice of the change except in cases of emergency or unforeseen circumstances.
- b) Employees who cannot report for their scheduled shift will be required to notify their supervisor or General Manager of such information at least three (3) hours, or as soon as they are aware, before the commencement of their shift.
- c) The working period shall commence at the time an employee is required to report, and does so report, at his work station, properly prepared to begin work.
- d) Employees must punch/sign in and out when arriving and departing from the workplace.

- e) Each employee shall punch/sign only their own time card.

13.03 **Overtime**

Authorized overtime at the rate of time and one-half (1 ½) of the employee's basic rate of pay shall be paid for hours, authorized by the employee's supervisor, in excess of forty (40) hours per week and/or eight (8) hours per day.

13.04 **Voluntary Overtime**

Any overtime beyond the regular scheduled or assigned hours in a day or in a week shall be on a voluntary basis, except when emergencies arise. Overtime shall be offered by seniority and as equitably as possible amongst the employees who normally perform the work. An overtime shift of less than four (4) hours will be offered by seniority to those already on the property.

13.05 **Meal Break/Rest Breaks**

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 are to be taken at a time determined by the company and will be consistent with efficient operation in the hotel and will not be paid if not taken. An employee is also entitled to a one-half (1/2) hour unpaid meal break during the first five (5) hours of work.

- 13.06 All employees are expected to work the hours for which they are scheduled. If they are required to stay beyond the scheduled end time, they will require permission in advance and if permission is granted, hours worked shall be paid in accordance with the Collective Agreement.

13.07 **Posting of Work Schedules**

- a) A work schedule shall be posted on a bulletin board for the information of all employees. The work schedule shall contain the following information:
 - employee's name
 - department
 - days off
 - starting and finishing times
- b) Schedules must be posted by 5pm on Wednesday prior to the starting date on the said schedule.
- c) Any change in scheduling must be authorized by management and be mutually agreed upon with the employee and/or employees concerned at least twenty-four (24) hours prior to said change. All changes to schedules will be posted.

13.08 **Hours of Rest Between Shifts**

All employees are entitled to a minimum of twelve (12) hours off between shifts.

13.09 **Call-In**

When business conditions require, the Company may offer work to employees who are not regularly scheduled. This will be done in order of seniority. Except for unforeseen circumstances, management will call in said employees with as much notice as possible.

13.10 **Days Off**

Whenever possible, employees in accordance with seniority shall be scheduled such that they shall receive two (2) consecutive days off. Regularly assigned employees shall be assigned two (2) regular consecutive days off where possible.

13.11 **Shift Exchanges**

Shift exchanges shall be the normal privilege of the employee in case of emergency. It is the responsibility of the employee to notify the supervisor of a proposed shift exchange and for the employee accepting the exchange to cover the new shift. Premium pay will not be paid with respect to such voluntary shift changes.

ARTICLE 14 – SENIORITY

14.01 **Seniority**

The Company recognizes classification seniority rights for employees provided for in this Agreement. Employees shall be entitled to available hours according to their seniority standing, up to a maximum of forty (40) hours per week.

14.02 **Probationary Period**

New employees, including regular part-time employees as defined in Article 2.03 in this Agreement, will be considered probationary employees for the first ninety (90) calendar days. New employees during the probationary period will be entitled to no seniority and may be dismissed, subject to Article 10 herein, or laid off at the discretion of the Company. Upon completion of the probationary period, the employee will be entered on the appropriate departmental list with seniority dated from the date last hired.

14.03 **Full Time and Part Time Seniority Lists**

The Company shall maintain up-to-date seniority lists for all full-time and part-time employees; copies of such lists shall be supplied to the Union every January and July.

14.04 **Transfers**

- a) Employees who are temporarily transferred from one classification to another shall retain their seniority and shall be paid at their own wage rate, or the rate of the job to which they are transferred, whichever is higher, for all hours worked in that classification.

- b) Employees who voluntarily choose transfer to another classification must start accumulation of seniority in the new classification.
- c) Employees shall be able to refuse transfers by the Company to another classification or department longer than thirty (30) consecutive days.
- d) Employees who are transferred from one department to another will be placed at the bottom of the applicable full time or part time classification seniority list.
- e) If an employee is transferred out of the Bargaining Unit, they shall retain their seniority and continue to accrue seniority for a maximum period of three (3) months.

14.05 **Layoff and Recall**

- a) When layoffs occur within any department, the last employee hired shall be the first employee laid off, based on classification seniority. The following sequence shall be followed in the layoff of employees:
 - Probationary employees
 - Part-time employees
 - Full-time employees
- b) Employees shall be recalled back to work by telephone and/or email in the reverse order to which they were laid off, based upon departmental seniority within classifications.
- c) An employee laid off in one classification may displace an employee with less seniority in a similar classification provided the senior employee has the skill, ability and qualifications to perform the job in a satisfactory manner with a reasonable amount of training.

14.06 **Job Postings**

- a) Vacancies from permanent positions within the bargaining unit shall be posted for a minimum period of seven (7) days in the employee cafeteria. Employees wishing to apply to a posted position shall apply in writing within the posting period to the General Manager, setting forth clearly the employee's qualifications and reason for so applying.

The Company reserves the right to assess the qualifications of employees applying to fill the vacancy. If in the opinion of the Company, no applicant is suitably qualified, giving due regard to the Employer's obligation to provide training, applications from persons outside the bargaining unit will be solicited, so long as it does not prevent the Employer from maintaining a qualified workforce.
- b) Where more than one qualified employee applies to fill a vacancy as aforesaid, preference shall be given on the basis of seniority.
- c) An employee who is promoted or transferred to another job classification within the bargaining unit shall be on a trial period for up to twenty-five (25) shifts. During this trial

period, the employee must demonstrate that he can satisfy the work performance criteria of the job to the satisfaction of the Company. An employee who fails to satisfy the work performance criteria of the job to the satisfaction of the Company or decides during this trial period that they do not wish to continue in the job, shall be returned to their former classification and wage rate. In such cases, the Company shall have the right to require all employees who changed job positions as a consequence of the promotion or transfer to return to the job classifications and wage rates they occupied prior to the promotion or transfer.

- d) In the event of a vacancy on a shift within a department and classification, employees in that classification and department shall have the right to fill such vacancy on the basis of seniority.

14.07 Loss of Seniority

An employee shall lose all seniority and his employment deemed to have been terminated if he or she:

- a) voluntarily leaves the employ of the Company.
- b) is discharged and is not reinstated through the Grievance or Arbitration Procedure.
- c) fails to return to work upon termination of an authorized leave of absence, unless prior arrangements acceptable to both the employee and the Company have been made for an extension of such leave; such extension should be requested and granted in writing.
- d) utilizes a leave of absence for a purpose other than those for which the leave of absence may be granted.
- e) fails to return to work within five (5) calendar days after being recalled from extended layoff by notice sent by email, registered mail or courier or fails to advise of his intention to return within three (3) days following such notice.
- f) is absent for three (3) working days or longer without providing satisfactory reasons to the Company or without providing medical proof if so requested.
- g) is absent due to accident or illness for twelve (12) consecutive months or longer, subject to the Ontario *Human Rights Code*.
- h) is laid off for a period exceeding fifty-two (52) weeks. In the event of a temporary closure for construction and/or renovation, recall rights will be extended to seventy-eight (78) weeks.

14.08 Employee Contact Information

It shall be the sole responsibility of each employee to promptly advise the General Manager of the hotel of any change in their contact information.

14.09 Scheduling by Seniority

- a) Scheduling will be done by classification seniority.
- b) All employees may be required to work weekends and holidays as required. For the purpose of scheduling preference, full-time employees have seniority over part-time employees.
- c) Part-time employees must make themselves available for weekend shifts.

ARTICLE 15 – PAID HOLIDAYS

15.01 The Company and the Union will observe the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- December 26
- Employee's Birthday

All full-time employees who have passed their probationary period are entitled to three (3) Floating Personal Days.

Personal Days are understood to be non-cumulative and as paid days off.

15.02 Holiday Pay

Payment for the above stated holidays shall be a regular day's pay for all full-time employees and in accordance with the *Employment Standards Act* for all part-time employees.

- a) An employee does not qualify for a paid holiday if the employee:
 - is employed less than three (3) months (except for Statutory Holidays)
 - does not work their scheduled regular day of work preceding and following the holiday
 - having agreed to work on a public holiday, does not report for and perform the work without reasonable cause.
- b) Floating Personal Days shall be taken at the employee's discretion, subject to management approval which shall not be unreasonably denied, and may include payment for first day of sickness.

15.03 When required to work on the above noted holidays, all employees shall be paid at the rate of time and one half (1 ½) their regular rate of pay in addition to their holiday pay.

15.04 In order to be entitled to holiday pay an employee must have worked his/her scheduled day immediately preceding the holiday and his/her scheduled day immediately following the holiday concerned.

15.05 **Holiday and Vacation**

In the event of a holiday as specified in Article 15.01 falling within an employee's vacation period, the employee 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.

ARTICLE 16 – VACATION

16.01 The Company recognizes the need for rest and recreation on the part of its employees who are in the active employment of the Company.

16.02 **Vacation Pay Accrual**

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

16.03 **Vacation Entitlements**

The entitlement of annual vacation with pay will be in accordance with the following schedule for all employees:

All regular employees of the Company who have completed one (1) year of continuous service with the Company but less than five (5) years in their anniversary year shall receive two (2) weeks' vacation pay with four percent (4%) of gross wages.

All regular employees of the Company who have completed five (5) years but less than ten (10) years of continuous service with the Company in their anniversary year shall receive three (3) weeks' vacation with six percent (6%) of gross wages.

All regular employees of the Company who have completed ten (10) years but less than fifteen (15) years of continuous service with the Company in their anniversary year shall receive four (4) weeks' vacation with eight percent (8%) of gross wages.

All regular employees of the Company who have completed fifteen (15) years of continuous service or more with the Company in their anniversary year shall receive five (5) weeks' vacation with ten percent (10%) of gross wages.

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

16.05 Due to the peculiarities of the hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary; therefore the Company may grant vacation so as it does not prevent the Company from maintaining a qualified and adequate work force.

16.06 No Vacation Carry-over

Vacation credits shall not be cumulative from year to year, except when approved in writing by the Employer.

16.07 All employees must take their minimum ESA vacation entitlement in each vacation year.

ARTICLE 17 – HEALTH, SAFETY AND ENVIRONMENT

17.01 Co-operation

The Company and the Union agree that they will mutually cooperate and maintain reasonable standards of health and safety in order to prevent injury and illness.

17.02 Joint Health, Safety and Environment Committee

It is mutually agreed that the Company and the Union, without abdicating the responsibility of both parties for health and safety matters, will establish a health, safety and environment committee. The parties will comply with all laws, and guidelines set out in the *Occupational Health and Safety Act (RSO 1990)*.

17.03 Safety Equipment and Protective Clothing

The Company agrees to supply all safety equipment and protective clothing necessary to maintain safe working conditions.

In accordance with Article 17.03, the Employer will provide personal alarms to employees.

17.04 Patron Behaviour

The Employer agrees that every effort to provide a safe and healthy workplace is made. Employee safety is identified in the Employer's Anti-Harassment Policy. The Policy is posted on the Employee Notice Board. The Hotel practice is to review patron behaviour and to trespass guests when appropriate.

ARTICLE 18 – BULLETIN BOARD

18.01 The Company agrees to provide two (2) Bulletin Boards, at the punch clock and in the lunch room, on the premises for the convenience of the Union. The Union agrees to submit all materials to the

General Manager or his designate for approval prior to posting. Such approval shall not be unreasonably withheld.

ARTICLE 19 – UNION BUTTONS

19.01 The Employer shall not prohibit the wearing of Union pins and buttons provided they are of reasonable size and style. Management shall not unreasonably withhold approval.

ARTICLE 20 – UNIFORMS

20.01 The Company may require employees to wear a uniform on a loaner basis. Uniforms must be worn by the employee at all times while on duty. The Employee will be responsible for cleaning and maintaining employee uniforms. On termination of employment, all uniforms must be returned to the Company.

20.02 Uniforms remain the property of the hotel. Employees are prohibited from wearing the uniforms, except when engaged in the service for which they were supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee. Any damage resulting from normal wear and tear, including normal repairs required, will be at the expense of the Company.

20.03 The Company shall provide two (2) uniforms per year to all employees.

20.04 Shoe Allowance

The Employer will reimbursement to employees who have completed their probationary period and who are employed in the Housekeeping and Food and Beverage Departments, once per year, in the amount of sixty dollars (\$60). The reimbursement is for black, non-slip shoes only.

The Employer will provide reimbursement to maintenance employees and housepersons who have completed their probationary period and who are required to wear steel-toed safety shoes, once per year, in the amount of one-hundred and twenty-five dollars (\$125). The reimbursement is for safety shoes only.

20.05 Tools

The Company shall replace broken or worn out tools as required.

It is understood that employees are not expected to provide any tools necessary in performing their daily duties.

ARTICLE 21 – LOCKERS

21.01 Locks and lockers are the property of the Company. All lockers are subject to inspection. The Company agrees that at no time will a general inspection take place unless a minimum of two (2)

persons are present, including a Union Steward. In the event that a Union Shop Steward is not present, the Company agrees that no inspection will take place without the presence of the owner of the locker plus another member of the Union.

If an individual locker must be opened, the Company will invite the affected employee to be present. If said employee is unwilling to be present, then a Union Steward shall be present for the opening of the locker.

ARTICLE 22 – TRAINING AND EDUCATION

22.01 Paid Company Training and Meetings

All hours spent by employees in training, education and meetings conducted by the Company will be paid for by the Company as if they were hours worked. Reporting pay requirements as per this agreement will apply as well.

ARTICLE 23 – UNION FUNDS

23.01 Unifor Paid Education Leave

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

ARTICLE 24 – PENSION

24.01 The Company shall contribute into the group RRSP, for each full-time employee, an amount equal to fifty percent (50%) of the employee's first six percent (6%) up to a maximum of three percent (3%) total contribution by the Company.

ARTICLE 25 – CHANGES IN OWNERSHIP AND/OR OPERATIONS

25.01 Closures

In the event a planned hotel closure occurs during the life of this Agreement:

- a) The Company will notify the Union as soon as it is aware in writing or at least eight (8) weeks prior to the cessation of operations;
- b) Following such notification, the Union may discuss and explore with the Company any possible means of averting the closure.
- c) If attempts to avert the closure are not successful, Company and Union representatives will meet to discuss the manner in which the closure is carried out.

25.02 No Contracting Out

There shall be no contracting in or out of any bargaining unit work for the life of this Collective Agreement. The foregoing limitations shall not apply to any work that is currently contracted in or out.

25.03 Technological Change

The Company agrees to notify the Union in advance of implementing changes in workplace technology. The Company agrees to meet with the Union concerning the impact on the employees of technological change in the workplace.

ARTICLE 26 – SCHEDULES

26.01 Attached to the present Agreement are the following schedules which are hereby declared to form part hereof:

- Schedule A: Classifications and Wage Rates
- Schedule B: Health and Welfare
- Schedule C: Housekeeping

ARTICLE 27– DURATION

27.01 This Agreement shall be in full force and effect from Ratification to September 30, 2026, and from year to year thereafter unless either party give notice in writing to the other of termination or of amendment not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

27.02 Extension of Collective Agreement


The present Collective Agreement shall remain in full force and effect in accordance with the Ontario *Labour Relations Act*.

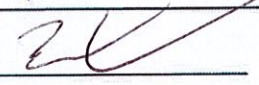
27.03 Printing of the Collective Agreement

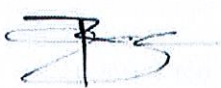
The Employer and the Union will share the cost of printing the Collective Agreement. The Union and the hotel shall proofread prior to printing.

Signed at Markham, Ontario, on this ____ day of October, 2024.

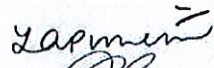
FOR THE EMPLOYER:

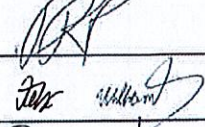


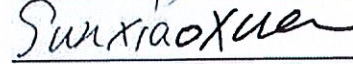




FOR THE UNION:







SCHEDULE A: CLASSIFICATIONS AND WAGE RATES

Classification	Current Rate	April 1, 2024 3%	Ratification 3%	Oct 1, 2025 2%	April 1, 2026 2%
Room Attendant	\$18.15	\$18.69	\$19.26	\$19.64	\$20.03
Laundry Attendant	\$18.15	\$18.69	\$19.26	\$19.64	\$20.03
Houseperson	\$18.15	\$18.69	\$19.26	\$19.64	\$20.03
Gate House Attendant	\$18.15	\$18.69	\$19.26	\$19.64	\$20.03
Maintenance	\$21.53	\$22.18	\$22.84	\$23.30	\$23.76

Probationary Rate

The probationary rate for new hires shall be one dollar (\$1.00) below the wage rate set out above.

Shift Premium for Supervisor Duties

A shift premium of one dollar (\$1.00) per hour will be paid to employees specifically scheduled or assigned to cover a supervisor's shift or any part of a supervisor's shift.

Training Premium

The Employer will pay one dollar (\$1.00) per hour for all hours worked when assigned as a trainer to other employees.

SCHEDULE B: HEALTH AND WELFARE

- 1) The Company shall maintain the health plan in place at the date of ratification, or a substantially similar plan, for all full-time employees who have completed their probationary period under the following conditions:
 - a. The premium for single coverage will be paid one hundred percent (100%) by the Company.
 - b. Employees who wish to have family coverage will contribute twenty dollars (\$20) biweekly as a co-pay for the provision of Health and Dental benefits.
 - c. The Employer agrees to provide long term disability coverage will be paid one hundred percent (100%) by the employee.
 - d. The Employer agrees to increase the coverage for physiotherapy, massage, acupuncture and chiropractic care (which are all included in Paramedical Coverage) to four hundred dollars (\$400) for each discipline. The total maximum for Paramedical Coverage is \$1,500 per annum.
- 2) The Employer agrees to provide all employees with access to their Employee Assistance Program.

3) **Doctors' Notes**

The Company's practice is not to arbitrarily ask for a doctor's note when an employee is absent for work for less than three (3) days unless the employee's record indicates a pattern of absenteeism.

Whenever the Company requests a doctor's note, the employee will be reimbursed for any charges incurred for the doctor's note. Payment shall be made upon the presentation of a valid receipt subject to Ontario Medical Association fee limits.

SCHEDULE C: HOUSEKEEPING DEPARTMENT

In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments:

1. The Union and the Employer understand that the room attendants are paid to work by the hour.
2. The parties agree that room attendants are expected to take breaks and meal periods.
3. **Daily Assignment and Credits**
 - a) Room Attendants will be assigned no more than 16 credits per day from September through May and 15 credits per day on weekends only from June through Labour Day weekend.
 - b) Suites and One-Bedrooms

Stayovers will count as 1 credit.

Checkouts will count as 1 credit.
 - c) Two-Bedrooms

Stayovers will count as 2 credits.

Checkouts will count as 2 credits.
4. In the event that a Room Attendant believes that they will not be able to complete the assigned number of rooms in the time allocated, they shall advise their supervisor to this effect ideally by 2pm. The supervisor shall assess the situation, taking into consideration that breaks that are allowed under the collective agreement.

Pending the outcome of the assessment, the supervisor shall arrange either assistance in the completion of the assignments or reduce the number of rooms assigned to that employee for that particular day.

5. **“Do Not Disturb” Rooms:** The parties agree to continue the practice with respect to counting “Do Not Disturb” rooms as rooms cleaned for the purposes of Room Attendants’ daily assignments. When this occurs, the Room Attendant may choose among the following options:
 - a) Using the extra time to clean rooms they are already assigned;
 - b) Performing other duties assigned by the Housekeeping Supervisor in order to complete the scheduled number of hours, provided the assignment of this work does not cause the reduction of regularly scheduled hours of another employee; or
 - c) Punching out and leaving early.
6. **Traveling:** 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.

Room Attendants who are assigned to clean on three (3) floors or more will have their room assignments reduced by two (2) credits on that particular day.
7. **Cots, Cribs, Sofabeds:** The sums of two dollars (\$2.00) for the combination of set up/make-up of a cot, crib, or sofabed will be effective date of receipt of written notice of ratification. Payment for cots/cribs/sofabeds will be made in each pay period in which the work has been performed.
8. **No Buying of Rooms:** The Employer will discontinue the practice of buying rooms and will instead pay overtime in the event of extra rooms.
9. **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.
10. **Supply of Equipment and Cleaning Materials:** The Employer agrees to continue to make best efforts to supply proper equipment and cleaning materials for use in the Housekeeping Department.
11. **Pets:** As a practice, when a guest registers a pet, a notation will be made on the daily assignment sheet that there is a pet in the room.
12. **Regular Sections:** The Company shall endeavour whenever possible to assign rooms on the same floor by seniority.

LETTER OF UNDERSTANDING #1

There are no current plans to offer incentives to guests who decline housekeeping service.