



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTHAMPTON INNS (WHITBY) INC.**

**c.o.b.**

**THE ANNDORE HOUSE**

(Hereinafter referred to as “the Employer” or “the Company”)

**- AND -**

**UNIFOR AND ITS LOCAL 112**

(Hereinafter referred to as “the Union”)

**November 14, 2018 to November 13, 2021**

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## ARTICLE 1 – PURPOSE

1.01 The general purpose of this Collective Agreement is to establish mutually satisfactory relations between the Company, the Union and the employees: to recognize the special nature of the Company's economy, Hotel operations and the necessity of maintaining a high standard of efficiency in its operation and to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

## ARTICLE 2 – RECOGNITION AND SCOPE

2.01 The Company recognizes the union as the sole exclusive bargaining agent for all employees of the Northampton Inns (Whitby) Inc. c.o.b. as **The Anndore House**, employed at 15 Charles Street East, Toronto, save and except supervisors, **the** executive housekeeper, sales staff and students enrolled in a college hotel management course.

2.02 **Where used in this Agreement, the masculine includes the feminine and the singular includes the plural as context requires.**

2.03 a) "Full-time" employee shall mean an employee who regularly works more than twenty-four (24) hours per week;

b) "Part-time" employee shall mean an employee who regularly works twenty-four (24) hours or less 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 and will be intermingled into the part-time seniority list based upon her/his classification seniority date. The parties agree that full-time employees should be available to work full-time hours.

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 2.04 (a), averaged over the preceding six **(6)** month period. An employee requesting full-time status may not limit his availability.

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

2.04 In the event that the Hotel introduces a new classification that is not listed under Article 2.01, and that new classification is below the managerial line described in 2.01, the Hotel shall include the new classification and notify in writing to the Union the rate payable at least seven (7) days prior to the commencement of the new classification. The Union should acknowledge, in writing, said classification within seven (7) days of receipt.

2.05 **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.**

**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 handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation. To the extent that any of the above terms are defined by Ontario Human Rights Legislation, those definitions will apply in this article.

## **ARTICLE 4 – RELATIONSHIP**

4.01 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 him with reasonable notice upon entering the Hotel. The Union Representative may service grievances and the Collective Agreement with an individual employee who so requests in the staff room or 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, or bearing in mind that a Union representative and an employee has his regular duties to perform on behalf of all parties to this Collective Agreement.

### **4.03 Joint Meetings**

Joint meetings of representatives of the Company and the Union shall be held at least twice per year to review and consider the relationship. The results of all meetings will be reduced to writing by the party requesting the meeting and copies will be distributed to the Company and the Union.

The Company will provide a meeting room for the purpose of training Shop Stewards or meeting of the members of the **Anndore House** only as provided for in this Agreement. 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.

The parties further agree that a regular item for discussion shall be the Employer's uniforms/linen services/first aid and defibrillator purchasing practices. This discussion shall be of an advisory nature, in that it will not compel the employer.

## ARTICLE 5 – UNION SECURITY

- 5.01 All current employees, if they have not done so already, 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 Union constitution and Bylaws, upon receipt of signed authorization.
- 5.03 The Employer shall remit to the Local Union monthly Union dues and initiation fees on the fifteenth (15<sup>th</sup>) 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, so long as the complete amount is deducted, and the employer treats employees uniformly.
- 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 check-off list which includes name, SIN, date of hire and job classification, wage rate, and any contributions to Union benefit to Union benefit plans on the employee's behalf, address and phone numbers and any additional 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 which have been 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 acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:
- a) maintain order, discipline and efficiency;
  - b) hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
  - c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;
  - d) it is agreed that the Employer may, at its discretion, issue and enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
  - e) limit, suspend or cease operations, 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 7 – UNION REPRESENTATION**

- 7.01 Union Stewards: The Company acknowledges the right of the Union to elect, appoint or otherwise select two (2) Union Stewards and one alternate from the employees in the bargaining unit who have completed their probationary period. One (1) representative of the housekeeping and the other selected from the guest service

agent area, for the hotel to 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.

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.

- 7.03 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 his absence.
- b) The Company recognizes that the Union may be required to train the Shop Stewards and alternate 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 Shop Stewards will not exceed three (3) hours per month (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.

7.04 **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; one (1) is an employee working in the classification of room attendant or laundry, and the other in the classification of guest service agent, as well as a Union Representative of the Union, and 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. 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.

## **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 an employee has no grievance until he/she has first given his Department Head an opportunity of adjusting his/her complaint.
- 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 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 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 his **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 two (2) 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.

## 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 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 The parties hereto will **jointly bear** the expenses of the arbitrator.
- 9.04 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.
- 9.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.06 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.
- 9.07 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.
- 9.08 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.

## ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.01 No employee covered by this Agreement (who has passed probation), shall be disciplined in any manner, demoted, suspended or discharged except for just cause. The Union acknowledges that probationary employees may be disciplined or discharged where, according to the Company, the employee's performance, conduct or attendance is unsatisfactory, provided that in making such an evaluation, the company does so in good faith.

All employees shall be subject to, for just cause, progressive discipline in the form of a verbal warning, written warning, suspension and termination. Probationary employees who have not completed a total of fifty **(50)** days may be dismissed at the sole discretion of the employer.

- 10.02 If an employee has been dismissed, she/he shall have the right to, upon request, to interview an available Union Steward for a reasonable time before leaving the premises.
- 10.03 The Union Representative shall be advised by telephone or fax of any terminated employee within forty-eight **(48)** hours of the termination, such notice to be provided immediately to the Shop Steward.
- 10.04 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 eighteen (18) 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.
- 10.05 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. A copy of disciplinary notices will be forwarded to the Union Representative.
- 10.06 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.
- 10.07 All employees shall have reasonable access to their employment files, upon request to the General Manager.

## **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**

The Company may, at its discretion, for valid reasons grant a leave of absence without pay up to three (3) months without loss of seniority or loss of any rights and privileges. Applications for leave under Article 11, 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 twenty (20) days prior to the desired date of such leave. The hotel's reply will be given within 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 leave may be waived in the case of an emergency. Such leave of absence may not be unreasonably denied.

- a) 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 hotel. 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.

### **12.02 One Personal Leave per year**

Employees will be entitled to not more than one (1) personal leave of absence in a calendar year.

### **12.03 Request for Additional Leave**

Company approval for additional personal leaves of absence in a calendar year or an extension of his 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 three (3) months.

### **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 suffers a loss in his/her immediate family or his/her partner's immediate family, shall be granted three (3) 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 for a maximum period of two (2) weeks.

#### 12.08 **Union Leave**

- a) The Company shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office position.
- b) A request for such an approved leave must be given to the Company by the Union, in writing at least fourteen (14) calendar days prior to the commencement of such leave, on Union letterhead and signed by an Officer of the Union.
- c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her assignment with the Union.
- d) Employees who have been selected by the Union to attend Union conventions or conferences or attend other Union business shall be granted a 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 twenty (20) working days prior to the start of the leave of absence of the name of the member requiring the leave and its duration.

#### 12.09 **Parental/Maternal 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 The Parties agree that any leave entitlements laid out in Article 11 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 Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours in 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.

13.02 The parties agree to meet and discuss increases to job duties/tasks which may affect any bargaining unit position prior to their implementation.

#### **13.03 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 does not need the services of a given employee on a given scheduled day, it must notify the employee **twenty-four (24) hours prior to** the scheduled starting time and tell the employee not to come to work. If the employee cannot be contacted for any reason, it will be deemed that the company made its best effort and therefore the company will not be in violation of the notice.
- b) Employees who cannot report for their scheduled shift will be required to notify their supervisor or General Manager of such information at least four (4) hours, or best effort, before the commencement of their shift. Failure to report will result in disciplinary action as outlined in Article 10 of this Agreement.
- 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 their work stations. Falsifying of time in and out may be just cause for dismissal.
- e) Each employee shall punch/sign only his own time card. Punching/signing a card of another employee is grounds for dismissal for just cause.

#### 13.04 **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 authorized hours, by the employee's supervisor, in excess of forty (40) hours per week, eight (8) hours per day and work performed in **on** the sixth (**6<sup>th</sup>**) and seventh (**7<sup>th</sup>**) **consecutive** day. Such authorization should be in writing.

#### 13.05 **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.

#### 13.06 **Meal Break**

Employees are to be entitled to one-half (**½**)hour unpaid lunch break during each shift of five (5) hours or more, to be taken in the staff room or off premises, at the time determined by the Company to ensure the relative efficiency of the hotel operation.

#### 13.07 **Rest Break**

For each shift worked, employees shall be granted two (2) rest periods of fifteen (15) minutes each in one (1) eight (8) hour shift. Such breaks shall be allocated at a time determined by the Company.

- 13.08 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 at least five (5) calendar days 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 seventy-two (72) hours prior to said change.

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. In the event premium pay results from such exchange, the Company will not be obliged to pay.

## **ARTICLE 14 – SENIORITY**

14.01 The Company recognizes departmental seniority rights within each classification for employees provided for in this Agreement.

14.02 New employees, including regular part-time employees, as defined in Article 2.04 in this Agreement, will be considered probationary employees for the first fifty (50) shifts. 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 The Company shall maintain up-to-date departmental seniority lists for regular full-time and for regular part-time employee's seniority date and classification, copies of such lists shall be supplied to the Union at intervals of six (6) months.

- 14.04
- a) Employees who are temporarily transferred from one classification to another shall retain their seniority and have added hereto the time spent in the transferred classification.
  - b) Employees who voluntarily choose transfer to another classification may 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 sixty (60) days.
  - d) The Company shall have the right to refuse any application for transfer to another classification or department.
  - e) Employees who are transferred from one department to another will be placed at the bottom of the seniority list.
- 14.05 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 in the reverse order to which they were laid off, based upon the following factors:
- Departmental seniority within classifications
  - Skill, competence, efficiency and reliability

Where in the judgement of the Company, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications are relatively equal, seniority shall govern.

- c) Subject to the provisions of Article 13.02, an employee laid off in one classification may displace an employee with less seniority in a similar or lower classification provided the senior employee has the ability and qualifications to perform the job in a satisfactory manner.
- 14.06 a) Vacancies from permanent positions within the bargaining unit shall be posted for a minimum period of seven (7) days in the designated area. Employees desiring a promotion 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 application is suitably qualified, 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 suitably qualified employee applies for promotion 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 in the trial period 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 he or she does not wish to continue in the job, shall be returned to his former classification and wage rates. 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 classification 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, subject to Article 13.06 (a).

14.07 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 registered mail or courier or fails to advise of his intention to return within three (3) days following such notice.
- f) is absent due to an accident or illness without leave, three (3) working days or longer without providing satisfactory reasons to the Company or fails to provide medical proof if so requested.
- g) is absent due to accident or illness for twelve (12) consecutive months or longer provided this is not in conflict with the long term disability policy.

- h) **is laid off for a period exceeding fifty-two (52) weeks.**
- i) it shall be the sole responsibility of each employee to promptly advise the General Manager of the hotel of any change of mailing address.
- j) an elected Union Steward shall be the last employee laid off in his classification and department and shall be the first employee recalled within his classification and department.

**ARTICLE 15 – PAID HOLIDAYS**

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	December 26
Civic Holiday	Easter Sunday
Family Day	<b>Employee's Anniversary Date</b>
Employee's Birthday	2 Floating Personal Days

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

Payment for said holiday shall be eight (8) hours regular straight time.

- 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 or 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.

15.02 When required to work on the above noted holidays, all employees shall be paid at the rate of time and one half (**1½**) their regular rate of pay in addition to the eight (8) hours pay.

- 15.03 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.
- 15.04 Where an employee is not scheduled to work on a holiday the Company shall give the employee the choice of:
- a) paying the employee his/her regular straight time rate of pay for the day; or
  - b) allow the employees to designate a working day within thirty (30) days and the date so chosen shall be deemed to be the holiday.
- 15.05 In the event of a holiday as specified in Article 14.01, 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.

In either case, the rate of pay will be the same rate as used in calculating an employee'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 will be accrued from earnings on all hours worked.
- 16.03 The entitlement of annual vacation with pay will be accordance with the following schedule **for all employees employed on date of ratification:**

All regular employees of the Company who have completed one (1) year of continuous service with the Company but less than three (3) 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 three (3) years but less than six (6) 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 six (6) 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 twenty (20) 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 The entitlement of annual vacation with pay will be accordance with the following schedule for all employees hired after date of ratification:

All regular employees of the Company who have completed one (1) year of continuous service with the Company but less than six (6) 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 six (6) years but less than ten (10) years of continuous service with the Company in their anniversary year shall receive three (3) weeks' vacation with ~~five percent (5%)~~ six percent (6%) of gross wages.

All regular employees of the Company who have completed ten (10) years but less than twenty (20) 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 twenty (20) 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.

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

- 16.06 Vacations shall be granted within ten (10) months following the date on which an employee qualified.

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.

- 16.07 Vacation credits shall not be cumulative from year to 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 safety and health 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.

### **ARTICLE 18 – BULLETIN BOARD**

18.01 The Company agrees to provide a Bulletin Board at a mutually satisfactory location 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. The Union agrees that it shall not distribute pamphlets of other publications on the premises of the Company without giving notice to management. 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. Employees will be responsible to regularly launder their uniforms and keep them neatly pressed as per prevailing practice. On termination of employment, the uniforms must be returned to the Company, otherwise the cost of same will be deducted from the employee's pay account.

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 **The Employer will provide a shoe allowance to all bargaining unit employees as follows:**

- **Fifty dollars (\$50) per year for all full-time employees;**
- **Fifty dollars (\$50) every two (2) years for all part-time employees.**
- **If the Employer provides shoes to employees, no shoe allowance will be provided.**

## **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.

### **22.02 Job Description**

The Company acknowledges that as a principle of training a clear understanding of one's job duties and requirements are necessary for an employee to perform his or her duties satisfactorily. The Company will endeavour to provide reasonable job descriptions to all current employees as soon as possible.

## **ARTICLE 23 – UNION FUNDS**

23.01 The Company agrees to contribute **two cents (\$0.02)** per hour worked, per employee, into the **Unifor** Education Fund.

23.02 The Company agrees to contribute **two cents (\$0.02)** per hour worked, per employee, into the **Unifor** Equal Opportunity Training Fund.

**23.03 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 agrees that for the term of this Collective Agreement, the company shall contribute **forty-five cents (\$0.45) (retroactive)** per hour worked **to the Unifor Millworkers Registered Pension Plan** for all full-time employees with five (5) or more years of service.

**The rate will increase to fifty-five cents (\$0.55) on November 14, 2019.**

**The rate will increase to seventy-five cents (\$0.75) on November 14, 2020.**

#### **ARTICLE 25 – MAINTENANCE OF EXISTING CONDITIONS**

##### **25.01 Continuation of Existing Practices**

All the rights, benefits and privileges which the employees now enjoy, receive or possess, shall to the extent that the same do not conflict with this Agreement, continue to be enjoyed, possessed and held by the employees.

##### **25.02 Continuing of Union Rights**

Any rights of the Union which are not specifically mentioned in this Agreement shall, to the extent that the same do not conflict with this Agreement, continue in full force and effect for the duration of this Agreement.

#### **ARTICLE 26 – MUNICIPAL, PROVINCIAL OR FEDERAL LAW**

26.01 It is understood that any changes in municipal, provincial and 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.



## **ARTICLE 27 – CHANGES IN OWNERSHIP AND/OR OPERATIONS**

### **27.01 Closures**

In the event a full business closure occurs during the life of this Agreement:

- a) The Company will notify the Union with reasonable notice in writing or at least six (6) months 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.

### **27.02 No Contracting Out**

No employee shall be laid off or have his/her hours reduced during the term of this Agreement as a direct result of the employer contracting in or out any work currently performed by present employees. The foregoing limitations shall not apply to any work that is currently contracted in or out.

### **27.03 Successor Rights**

The Company agrees that should the business be up for sale, lease, transfer or any other manner of disposition, it will expressly require provision in the Agreement of Purchase and Sale Lease Agreement, Transfer Agreement, or other Agreement (as the case may be) of a term obliging the Purchaser, Lessee, Transferee or other (as the case may be), to recognize the bargaining rights of the Union and the binding nature of the Collective Agreement.

### **27.04 Technological Change**

The Company agrees to notify the affected employee in advance of implementing changes in workplace technology. The Company agrees to consult with the Union, if the Union so requests, concerning the impact on the employees of technological change in the workplace.

## ARTICLE 28 – SUCCESSORSHIP

- a) In the event that the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such voluntary sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union, and furnish a copy of the written assumption agreement to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest. The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction.
- The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.
- b) This subsection applies when separate, unaffiliated entities own and operate the Hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, the Owner shall ensure that while the Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require a written assumption of the collective bargaining agreement between the Employer and the Union, including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union and the Owner shall furnish a copy thereof to the Union. Further, should the Owner or a direct or indirect subsidiary of the Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which the Owner is a party, the Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the collective bargaining agreement between the Union and the Employer and furnish a copy of the assumption to the Union.

The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.

- c) The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions.

Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of section (b) in the following sentence. The Owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (a) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (b) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave).

- d) If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees who have consented, if required by law, except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

- e) The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Canada's Bankruptcy and Insolvency Act with respect to the Hotel or with respect to a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice.
- f) The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.
- g) The obligations of this section shall expire one (1) year following the expiration of the Successor Collective Agreement, i.e. November 13, 2022. 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 29 – SCHEDULES**

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

Schedule A: Occupational Classifications and Wage Rates

Schedule B: Health and Welfare

Schedule C: Housekeeping

#### **ARTICLE 30 – DURATION**

30.01 This Agreement shall be in full force and effect from November 14, **2018** to November 13, **2021**, 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

**30.02 Extension of Collective Agreement**

The present Collective Agreement shall remain in full force and effect until the signing of a new Collective Agreement.

**30.03 Incorporation of Letters of Intent**

Any letter of understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and must be signed by authorized representatives of both parties.

All letters of understanding and intent given during negotiations shall be considered to be part of this Agreement and therefore arbitrable.

**30.04 Memorandum of Settlement**

Upon 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.

**30.05 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 this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

FOR THE COMPANY:

FOR THE UNION

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**SCHEDULE "A": CLASSIFICATION, DEPARTMENT AND WAGE RATES**

Job Title	Old Rate	Nov 14, 2018 (retroactive) (3.5%)	Nov 14, 2019 (3.5%)	Nov 14, 2020 (3.75% + 15 cents)
Room	\$18.78	\$19.44	\$20.12	\$21.03
Laundry/ Public	\$18.78	\$19.44	\$20.12	\$21.03
Guest Srv.	\$18.95	\$19.61	\$20.30	\$21.21

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

**Night Shift Premium**

A shift premium of **fifty cents (\$0.50)** shall be paid for all work performed between the hours of 11:00 p.m. and 7:00 a.m. effective the date of ratification.

**Shift Premium for Housekeeping Supervisor Duties**

A shift premium of one dollar (\$1.00) per hour will be paid to employees when covering for the Housekeeping Supervisor's days off.

**Tour Baggage**

For baggage in and out as follows:

Old Rate	\$2.80
Date of ratification	\$3.00

**SCHEDULE "B": HEALTH AND WELFARE**

- a) The Employer will contribute to **Millworkers Health and Welfare Trust (the "Trust")** the following amount for each hour earned on behalf of each bargaining unit employee and shall increase as follows:

**\$2.17 per hour earned**

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

In addition, the Employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.

For greater clarity, 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.

- b) It is understood that hours earned including holidays, vacation, parental leave, disability leave, sickness leave, and pay cheque adjustments. In the event of a partial or complete shut down for renovations, the Employer will continue to pay contributions to the Health and Welfare Plan on behalf of any employee laid off as a result of the renovations.
- c) All Health and Welfare 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 to the **Millworkers Health and Welfare** Trust 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 in payments.

- d) The Health and Welfare Plan Trustees will ensure that they act responsibly and prudent at all times.
- e) **Review of the Employment 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 (a) of this article.

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 reasonable period of advanced notice.

- f) **Contribution Reports:**

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

- The pay period;
- Name, SIN, status (full or part-time), hours earned, classification, address and telephone number for each employee;
- Total hours paid;
- Total contribution;
- Total taxes paid;

- Total amount of cheque

Upon request, the employer will submit the above listed information electronically if feasible.

g) **Interest on delinquent contributions:**

The Trustees of the **Millworkers Health and Welfare Trust** 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 day of the month in question, plus **two percent (2%)** compounded monthly.

h) **New Benefits (i.e. Drug Card, etc.)**

Upon a decision of the Trustees of **the Millworkers Health and Welfare Trust** to change or improve benefits, the employer will cooperate with the Plan Administrator in the introduction of any new benefits to eligible members, or change in benefits.

## **SCHEDULE "C": HOUSEKEEPING DEPARTMENT**

In the Housekeeping Department the employees and the employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour.

- The parties agree that room attendants are expected to take breaks and meal periods.
- In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms in the time allocated, she/he shall advise her/his supervisor to this effect ideally by mid shift but later if circumstances so dictate. 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. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.



- 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, if a room is available.
- Room Attendants assigned to twelve (12) eleven (11) or more checkouts will have their room assignments reduced by one (1) credit on that particular day. Room Attendants assigned fourteen (14) or more checkouts will have their room assignments reduced by two (2) credits on that particular day.
- Room Attendants who are assigned to clean on **three (3)** 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 **four (4)** floors or more will have their room assignments reduced by two (2) credits on that particular day.
- **Cots, Cribs, Microwaves and Fridges:** The sum of two dollars (\$2.00) for the combination of set up/take down of a cot, **crib**, microwave or fridge by the Houseperson, and two dollars (\$2.00) for the Room Attendant and/or Houseperson for the make-up of a cot **or crib** will be effective date of receipt of written notice of ratification. There will be no more than one payment per room on any given day.
- Room Attendants who are assigned to clean a suite will be granted two (2) credits per suite.
- In Memorandum of Settlement, "The employer will discontinue the practice of buying rooms, and will instead pay overtime in the event of extra rooms."
- 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.
- 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.
- **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.**

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING #1 RE: EQUAL OPPORTUNITY EMPLOYMENT AND DIVERSITY**

The Employer and the Union will work together to strive to reach the "Employment Equity" goals of the hotel. The Union does not expect to receive information to which it is not entitled to at law.

The Employer is committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment with a workforce reflective of the diversity in the Toronto area. We are proud of our diversity and the benefits it brings to our hotel.

### **LETTER OF UNDERSTANDING #2 RE: FAIR LABOUR STANDARDS, PRODUCTS AND MATERIALS**

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

### **LETTER OF UNDERSTANDING #3 RE: WORKPLACE DIGNITY**

The Union and the Employer recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of respect and dignity. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

### **LETTER OF UNDERSTANDING #4 RE: BRAND STANDARDS**

The Company has a commitment to quality and customer service. This means that the parties to this contract, as well as the managers and other employees working at the hotel are committed to providing a high level of guest experience in terms of service and a total quality experience. The Union recognizes that cooperation to maximize the guest experience can be beneficial to both the employee and the hotel and will be effectuated through training, including training on brand standards. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #5 RE: 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** 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 from the Hospitality Workers Training Centre**, the General Manager or substitute, 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:

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;

Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments;

Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.

Programs to evaluate and properly recognize prior learning and/or foreign credentials.

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.

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 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 #6 RE: WOMEN'S ADVOCATE**

**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.**

**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.**

**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).**

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

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

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

**The Union will cover costs associated to lost time required by this role.**

#### **LETTER OF UNDERSTANDING #7 RE: SAFETY**

**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.**

#### **LETTER OF UNDERSTANDING #8 RE: HOURS WORKED**

**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.**

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