



# Highlights of a Tentative First Agreement

*Between:*

**Bayview Mississauga Holdings LP  
o/a Hilton Garden Inn Toronto/ Mississauga**

*-and-*

**Unifor and its Local 112**



**UNIFOR**  
theUnion | lesyndicat

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*Greetings Sisters & Brothers,*

The Bargaining Committee would like to take this opportunity to thank each and every one of you for your patience and support during these negotiations.

In spite of the extremely difficult and challenging economic times, we were able to achieve good language, wages, and benefits as per the attached First Agreement.

The Bargaining Committee is **unanimously** recommending the acceptance of this tentative agreement.

**Your 2020 Bargaining Committee**

Emilio Libao, Bargaining Committee (Maintenance)

Lilia Canal, Bargaining Committee (Housekeeping)

Jeyakumar (Jay) Selladurai, Bargaining Committee (Kitchen)

John Turner, Vice President, Local 112

Lis Pimentel, National Representative

November 10, 2020

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# **COLLECTIVE AGREEMENT**

*BETWEEN:*

**Bayview Mississauga Holdings LP  
o/a Hilton Garden Inn Toronto/ Mississauga**

100 Traders Boulevard  
Mississauga, Ontario

(hereinafter referred to as "the Company")

OF THE FIRST PART

- AND -

**Unifor and its Local 112**

(hereinafter referred to as "the Union")

OF THE SECOND PART

***November 12, 2020 – November 11, 2024***

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of November, 2020.

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## **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedure of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and employees covered by this Agreement and to assist the Company and employees covered by this Agreement, and to assist the Company in the most efficient operation of its business. Now, therefore, the Company and the Union agree as follows.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Hilton Garden Inn Toronto Mississauga, 100 Traders Boulevard, Mississauga, Ontario, save and except supervisors, persons above the rank of supervisor, office, clerical, front desk, night audit, accounting, sales, security and co-op students who are not paid by the employer.

2.02 The Company agrees to include any newly established job classification falling within the bargaining unit as defined in Article 2.01 hereof and to negotiate rates of pay for such classification.

### 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.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, layoff and recall, suspend, classify, direct, transfer, promote, demote, or otherwise discipline employees subject to the right of



an employee to lodge a grievance in the manner and to the extent hereinafter provided;

- (c) maintain and enforce reasonable rules and regulations to be observed by employees;
- (d) generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to the employed, schedules of work and production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

3.02 The direction and supervision of the working force shall, at all times, be the sole responsibility of the Company.

#### **ARTICLE 4 - RELATIONSHIP**

4.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives for any reason whatsoever.

4.02 Properly authorized representatives of the Union shall be permitted to enter the premises at reasonable times to meet with employees and Union Stewards regarding Union Business, by providing the General Manager or Designate with reasonable notice. The Union acknowledges that employees and Union Stewards have their regular duties to perform and as such they will not leave their regular duties without first obtaining permission from their supervisor.-When an employee or Union Steward resumes his regular duties, he will report again to his/her supervisor.

4.03 Should the Employment Standards Act exceed any part of this Collective Agreement, the Employment Standards Act shall prevail.

#### 4.04 Joint Meetings

The parties agree that regular meetings between the Employer and Union representatives (including the Unit Chair and Union Stewards) can be useful in anticipating and resolving issues. The parties agree to schedule quarterly meetings (or more frequent meetings if the parties each of maximum 2 hours which will take place if either party provides to the other, a written agenda at least

two (2) weeks in advance.

- 4.05 The Employer shall make available to the Union Committee, on an as needed and as available basis, a private area within the Hotel to assist in ensuring the orderly and confidential investigation of grievances and other union business.
- 4.06 The Employer will provide a bulletin board in a high traffic employee area for use by the Union. All Union notices must be signed by an official of the Union and submitted to the Human Resources Manager, or her designate, for approval before being posted. Such approval will not be unreasonably withheld.

## **ARTICLE 5 - STRIKES OR LOCKOUTS**

- 5.01 The Union agrees while the Agreement is in force, there will be no strike, slowdown, sit-down, stoppage of work or any act intended to interfere with work or the Company's operation. The Company agrees that there will be no lockout while the Agreement is in force. The parties mutually agree that a dispute arising out of the operation of this Article 5.01 may be dealt with under the Grievance Procedure (Article 8) of this Agreement.

## **ARTICLE 6 - REPRESENTATION**

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select three (3) shop stewards from amongst all employees of the Company who have successfully completed their probationary period, one of which would be the Unit Chair of the Hotel, for the purpose of assisting employees in presenting grievances to the Company. The Union Stewards will represent the following areas:
- Housekeeping, Laundry and House persons, Maintenance
  - Restaurant, Banquets, Kitchen and Dishwashing
  - 1 additional steward from either area
- 6.02 The Union shall keep the Company notified, in writing, of the names of the shop stewards and the effective date of their appointments.
- 6.03 For the purposes of layoff only, an employee with one (1) year or more of service who is appointed or otherwise selected as a shop steward shall, for the duration of her term of office, be deemed to have the highest seniority of her classification and shall be the last employee laid off in such classification, provided she is willing and satisfactorily performs the available work.
- 6.04 The Union acknowledges the shop stewards have their regular duties to perform on behalf of the Company, and such persons will not leave their regular duties



without first obtaining permission of their immediate supervisor, or, in her absence, the General Manager or her designate, such permission not to be unreasonably withheld; and when resuming their regular duties, will report again to their immediate supervisor or, in her absence, the General Manager or her designate.

## **ARTICLE 7 - DISCIPLINE OF PERMANENT EMPLOYEES**

- 7.01 No permanent employee shall be discharged or disciplined without good and sufficient cause.
- 7.02 In cases of discharge or written disciplinary action, a permanent employee will be allowed the opportunity to have a Union Steward or another bargaining unit member of her choice present as a witness. The employee may request that the Union Steward or other bargaining unit member leave the meeting. If the meeting is held without a Union Steward or another bargaining unit member present as a witness, any conclusions, verbal or written will be null and void except in the case where the member refuses a Union Steward or witness to be present or requests the Union Steward or witness to leave the meeting.
- 7.03 When an employee has twelve (12) months of service with no unsatisfactory documentation on file, the Company agrees that it will not rely upon, use, or make reference to, any prior disciplinary notices, at any future meetings, unless the discipline or notice was for harassment, threats of violence, physical violence, cash handling and/or theft, or other infractions representing gross misconduct.
- 7.04 Company rules and regulations (Employee Conduct Code) shall be posted on bulletin boards; and, upon hire, new employees shall be provided with a copy of such rules and regulations.
- 7.05 For purposes of clarity, a permanent employee, is an employee who has successfully completed her probationary period.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint.

### **Step No. 1**

The employee shall discuss her complaint with her immediate supervisor within five (5) days after the circumstances giving rise to the complaint have originated



or occurred.

The Supervisor shall give an oral answer to the grievance within five (5) days. Failing settlement the parties will proceed to Step No. 2 of the grievance procedure.

### Step No. 2

The grievance shall be reduced to writing and presented to the General Manager, or his designate, within five (5) days of receipt of the decision at Step No. 1. A meeting will be held within five (5) days between the General Manager (or her designate), the employee concerned and her Shop Steward. A Union Representative may be present at the request of either the Company or the employee. It is understood that the General Manager (or her designate) shall have such assistance as he may desire at the meeting. The decision of the General Manager, or his designate, shall be delivered, in writing, within five (5) days to the Union. The time allowance provided in this Section may be extended by mutual agreement. Failing settlement, the parties will proceed to Step No. 3 of the grievance procedure.

### Step No. 3

The grievance as reduced to writing shall be forwarded to the Head Office of the Company within five (5) days of the decision at Step No. 2, which shall have five (5) days to dispose of it. The decision shall be in writing and sent to the office of the Union. If considered necessary by the parties, a meeting may be convened by the parties and may include the interested persons. If such meeting is held, the decision shall be given to the other party within five (5) days from the date of the meeting.

- 8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) days after the decision at Step No. 3 is given, the grievance shall, for all purposes, be deemed to have been settled.
- 8.03 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 8.04 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) days after the circumstances giving rise to the complaint having originated or occurred. It is understood, however, that this Section shall not be used to bypass the regular Grievance Procedure.

## **ARTICLE 9 - DISCHARGE CASES**

- 9.01 A claim by an employee who has completed her probationary period that she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) days after the employee is discharged.
- 9.02 Pursuant to her being discharged, an employee shall be allowed to confer with her Shop Steward for a reasonable length of time before leaving the Hotel premises.

## **ARTICLE 10 - ARBITRATION**

- 10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing, addressed to the other party to this agreement and at the same time propose a list of arbitrators. Within ten (10) days of receipt of said list, the other party shall accept one of the proposed arbitrators or propose its own list of arbitrators. If the parties are unable to agree upon an arbitrator within a period of ten (10) days of receipt by the grieving party of the other party's list of proposed arbitrators, either party may request the Minister of Labour (Ontario) to appoint an impartial arbitrator.
- 10.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.04 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.05 The parties will jointly bear the fees and expenses of the Arbitrator.

## **ARTICLE 11 - SENIORITY**

- 11.01 The Company recognizes seniority rights within each classification for employees provided for in this Agreement.

New employees will be considered probationary employees for the lesser of the first fifty (50) working days or three (3) months of their employment at the

Company, whichever comes first, and during the probationary period, will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. Such dismissal shall be deemed as just cause.

Upon completion of the probationary period, the employee's name will be entered on the seniority list with the seniority dated from the date last hired.

11.02 The Company shall maintain separate up-to-date seniority lists for full-time and part-time employees. Such lists shall show employee's name, seniority date and classification. Copies of such lists shall be posted in each department and shall be supplied to the Union semi-annually.

11.03

- (a) Where it is necessary to reduce the work force in a department, classification seniority will be the guiding factor, so long as the available employees have the skill, ability and efficiency to do the work.
- (b) Probationary employees will be laid off first, next part-time employees, followed by full-time employees.
- (c) Before any employees are hired in the classification in the department concerned, laid off employees in the classification shall be recalled to work by registered mail in the reverse order to which they were laid off.

11.04 In promotions within the bargaining unit, preference shall be given to those employees having the longest service, provided always that the employee in question are of equal skill, competence, efficiency and reliability.

11.05 An employee shall lose all seniority and her employment deemed to have been terminated if she:

- a) voluntarily leaves the employment of the Company;
- b) is discharged and is not reinstated through the Grievance Arbitration Procedure;
- c) is laid off for a period equal to the lesser of her period of seniority or twelve (12) months;
- d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements, in writing, acceptable to both the employee and the Company have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- e) fails to return to work within five (5) calendar days after being recalled



from layoff by notice sent by registered mail, or fails to advise of her intention to return within three (3) calendar days following such notice.

11.06 In the event of an indefinite layoff of more than three (3) months duration, a regular full-time employee:

- (a) who has completed her probationary period with less than one (1) year continuous service, shall be provided one (1) week's notice of layoff or pay in lieu thereof;
- (b) with more than one (1) year of continuous service shall be provided with two (2) weeks' notice of layoff or pay in lieu thereof;

11.07 A regular part-time employee with one (1) year or more of continuous service who is reclassified to a regular full-time classification within the bargaining unit shall not be required to serve a further probationary period. For all purposes, seniority for such employee shall accumulate from the date of reclassification.

11.08 A full-time employee who is unable to perform her regular duties due to illness or accident shall be offered work in an alternate classification provided:

- a) such is available;
- b) the employee in question is able and willing to perform such work;
- c) when requested, such employee obtains a certificate from a licensed medical practitioner confirming:
  - i) inability to perform normal work; and,
  - ii) approval to work in such alternate classification.

#### 11.09 Seniority Definitions

Classification seniority shall be based on the length of service with the company in the employee's current classification from the date of commencing work in the classification. Subject to other applicable provisions of this collective agreement, classification seniority in the department shall apply to reduction in working hours, selection of available days off, selection of available shifts, temporary transfers to a higher paid job, lay-off and recall and overtime.

Departmental seniority shall be based on the length of service with the Company in the employee's current department from the date of commencing work in said department.

House seniority shall mean length of continuous service with the Hilton Garden

Inn Toronto/Mississauga since the last date of hire.

Departments:

The departments for seniority purposes are:

- Housekeeping
- Food and Beverage
- Maintenance

A full-time employee shall only have seniority in the classification and department in which she is employed.

When a part-time employee becomes a full-time employee, he or she shall be inserted at the bottom of the full-time seniority list for the department and classification involved and his or her seniority for the purpose of the list shall be the day that he or she became a full-time seniority employee in that department and classification.

A seniority list listing house, department and classification seniority dates, will be posted by the Hilton Garden Inn Toronto/Mississauga for a period of thirty (30) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of his seniority dates while the list is posted, in which case it will be subject to an adjustment under the Grievance Procedure if established to be inaccurate. The seniority list will be brought up to date in January of each year and a copy will be given to the Unit Chair of the Union and a copy posted on the bulletin board.

#### 11.10 Job Postings

All new vacancies, as determined by the Company, will be posted for seven (7) working days. An employee who wishes to be considered for the position may make an application. Current employees will be considered before new hires. and preference given to part-time employees applying for available full-time positions.

### **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 The Company may, in its discretion, grant leave of absence, without pay and without loss of seniority, to an employee for personal reasons. Such leaves shall not exceed four (4) months and all requests for such leave of absence shall be in writing as far in advance as practicable. The Company agrees to reply to such request, in writing, within seven (7) working days whenever possible.

12.02 Leave of absence will be granted to not more than one (1) employee who has been appointed or elected to a Union office for a period not exceeding two (2) years. Such leave shall be requested, in writing, at least fifteen (15) days prior to



its commencement date.

The employee concerned shall continue to accumulate seniority during the period of approved leave and shall return to employment with the Company within thirty (30) calendar days following termination of employment with the Union.

Subject to the above, seniority shall be maintained and accumulated during:

(a) absence due to non-occupational or occupational sickness or accident;

or

(b) authorized leave of absence.

#### 12.03 Pregnancy and Parental Leave

The Company agrees to grant pregnancy and parental leave in accordance with the *Employment Standards Act*.

#### 12.04 Union Leave

Taking into account the needs and efficiencies of the business, written request for Union leave without pay and not to exceed five (5) working days and not more than two (2) employees at any time to attend Union educational sessions will be considered by the Company provided that reasonable notice is given by the Union. The Company shall respond to such requests within seven (7) working days. Approval of such Union leave shall not be unreasonably denied.

### **ARTICLE 14 - INDIVIDUAL AGREEMENTS**

14.01 No employee covered by this Agreement will enter into any individual contract or agreement with the Company concerning wages or working conditions that will, in any way, conflict with the terms of this Agreement.

### **ARTICLE 15 - UNION SECURITY**

#### 15.01 Condition of Employment

All employees within the scope of the bargaining unit shall as a condition of employment become and remain members in good standing of the Union.

#### 15.02 New employees

New employees shall make application for membership in the Union at the time

of hiring, on forms furnished by the Union to the Company. The aforementioned form, upon completion, shall be forwarded to the Union with the regular monthly dues and remittances.

The Union agrees to accept into membership all new employees of the Company.

#### 15.03 Dues and Fees

The company agrees to deduct whatever sum may be authorized by the Union Constitution of the National Union and/or Bylaws of the Local Union for Union dues from the pay of each employee. Said deductions shall be made each bi-weekly pay period. The amounts deducted shall be totaled on a monthly basis and remitted to the Union by the 10th day of the month following the month in which the deductions were made.

#### 15.04 Reports

Accompanying the submission of deductions will be a list of bargaining unit employees. The list will contain the following information:

- (a) the amount of dues/initiation fees/assessments deducted from each member;
- (b) if no sum is deducted for a member, the reasons therefore (i.e. sick, WSIB leave, layoff, resignation);
- (c) each employee's full time or part time status, date of birth, gender, social insurance number, updated address, and telephone number, classification, department, and wage rate, gross pay, gratuities and other job related premiums, date of change of status if applicable
- (d) the aforementioned list will be provided electronically in Excel format or on computer disk if requested by the Union, and if feasible to do so.

On request and with reasonable notice, the Employer will allow the Union to access schedules, timekeeping records and other information reasonably required to satisfy the Union that dues are being deducted correctly, in the prior (90) day period.

#### 15.05 Company Held Harmless

The Union agrees to defend and hold the Company harmless against all claims and demands, should any person at any time contend or claim that the Company has acted wrongfully or illegally in making the aforementioned deductions for

Union dues.

15.06 No Contract Inconsistent with this Agreement

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

15.07 T-4's

The Company shall show the yearly Union dues deductions on the employees' T-4 slips.

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

**ARTICLE 16 - HOLIDAYS**

16.01 Full-time employees in the active employ of the Company, shall receive pay for the following holidays (except employees with less than three (3) months' continuous employment will not be entitled to Civic holidays):

New Year's Day	Good Friday
Family Day	Canada Day
Victoria Day	Thanksgiving Day
Labour Day	Civic Holiday
Christmas Day	Anniversary
Boxing Day	Birthday
	One (1) Floating Personal Day.

Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday and paid at her regular straight time hourly rate of pay.

In order to qualify for holiday pay, the employee must work her full scheduled shifts on each of the workdays immediately preceding and immediately following the holiday concerned. An exception to this rule shall be made for reasonable cause as per the *Employment Standards Act*.

16.02 Full-time employees who are required to work on any one of the following:

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



## Boxing Day

shall receive pay for time worked on such day at the rate of time and one-half (1 ½) her basic hourly rate of pay and, if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto, or receive another day off in lieu by mutual agreement.

Full-time employees who are required to work on a negotiated holiday (i.e. Civic Holiday, Anniversary, Birthday, Personal Day shall receive pay for time worked on such day at her basic hourly rate of pay and if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto, or receive another day off in lieu by mutual agreement. Negotiated holidays shall not be carried over from year-to-year.

- 16.03 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at the time convenient to the Company and employee or pay for the holiday as provided herein.
- 16.04 Part-time employees shall receive holiday pay, in accordance with the provisions of the current *Employment Standards Act*.
- 16.05 After the completion of one year of continuous service, all full time permanent hourly employees will be eligible for up to five (5) paid Sick Days per calendar year (the "Sick Leave Benefit"). During any consecutive days of personal illness, the Sick Leave Benefit may be used for the second and subsequent days. Single days of sick leave are not eligible for the Sick Leave Benefit and will be classified as unpaid Leave. The Sick Leave Benefit is for legitimate, unavoidable personal illness and is not intended for "personal time off" and will not accumulate from year to year. The Hotel may request a medical certificate to verify eligibility for the Sick Leave Benefit.

## ARTICLE 17 - WAGES

- 17.01 The Company agrees to pay and the Union agrees to accept, during the term of the Agreement, the wage rates set out in Schedule "A" attached hereto.

## ARTICLE 18 - VACATIONS

- 18.01 Full-time employees in the active employ of the Company shall be entitled to an annual vacation, with pay, in accordance with the following schedule:
- (a) Full-time employees who have completed one (1) year of continuous service but less than five (5) years of continuous service with the Company shall be entitled, in any year of their employment with the

Company, within such period, to two (2) weeks of vacation with two (2) weeks' gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, four percent (4%) of her gross pay earned since the most recent anniversary of her employment with the Company.

- (b) Full-time employees who have completed five (5) years, of continuous service with the Company shall be entitled, in any year of their employment with the Company within such period, to three (3) weeks' gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period, shall receive as vacation pay six percent (6%) of her gross pay earned since the most recent anniversary of her employment with the Company.
- (c) Where an employee receives more vacation pay as of the date of this agreement than provided for in this Article, the higher rate of vacation pay for that employee shall be maintained, but in any event the rate of vacation pay shall not exceed four (4) weeks after each vacation entitlement year or eight percent (8%) of gross pay.

18.02 Vacation shall be granted as scheduled by the Company.

"Gross Pay" shall mean the product of the hourly rate of an employee on her anniversary of employment, times the average weekly hours worked by such employee during the preceding twelve (12) months.

18.03 The choice of vacations shall be given to an employee according to seniority. Vacation schedules will be posted by March 15th and shall remain posted until April 15th. Employees will indicate their choice of vacations. The finalized vacation schedule will not be changed without the employee's and the Company's agreement.

18.04 Part-time employees shall receive vacation entitlement in accordance with the *Employment Standards Act*.

## **ARTICLE 19 - EMPLOYEE BENEFIT PLANS**

19.01 The Employer agrees to pay the premiums in respect of the benefit coverage provided in the benefit booklet. Any full-time Employee who is not laid off may be eligible for coverage under the plan and to the receipt of benefits from the plan in accordance with the terms and conditions of the plan.

19.02 The Group Benefit Plan is a cost-shared benefit, the Company pays 75% of the



benefit cost and the employee pays 25% for family coverage. The Company pays 100% of the benefit cost for single coverage.

- 19.03 The Employer reserves the right to change the benefit plans and/or carrier of the benefit plans provided those employees enrolled shall maintain substantially equal benefit coverage.
- 19.04 For clarity, employees may choose between family or single coverage.
- 19.05 Group Health Insurance benefits will be paid by the Company for full-time employees enrolled in benefits during (i) an extended leave of absence, (ii) a temporary lay-off, or (iii) a temporary reduction in hours to below twenty (24) hours per week on average, for a maximum three (3) month period commencing from the first date of the leave, lay-off or reduction in hours.
- 19.06 Any full-time employee who loses Company-paid benefit coverage pursuant to paragraph 19.05 will be offered the opportunity to self-pay 100% of the health and welfare premiums (annually, in advance, via quarterly post-dated cheques) and continue their benefit coverage.

## **ARTICLE 20 - HOURS OF WORK**

- 20.01 The normal week for all employees shall be five (5) working days consisting of forty (40) hours per week and the normal work day shall be eight (8) hours. The normal hours of work for all part-time employees, shall be twenty-four (24) hours or less per week. It is hereby expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, nor construed to be, a guarantee as to the hours of work per week, or hours of work per day, nor as to working schedules.
- 20.02 Authorized work performed in excess of eight (8) hours per week day or forty (40) hours a week shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate.
- 20.03 Weekly work schedules shall be posted by 4:00 p.m. on Tuesday of each week and shall provide full-time employees with two (2) consecutive days off, where possible. To the extent weekends off are available, they shall be scheduled by seniority. Other than the above, the employees regularly scheduled days off will not be changed unless circumstances necessitate beyond the control of the Company.

The work schedule shall contain the following information:

- employee's name in order of classification seniority
- classification

- days off
- starting and anticipated finishing times (Excluding Food and Beverage and banquet servers).

20.04 The work week for all employees shall commence at 12:01 a.m. on Monday and shall end at 12:00 midnight on the following Sunday.

20.05

- The available hours within a normal work week, classification and department shall be scheduled on the basis of seniority.
- In the event of regular time lost due to a layoff within a department or group in departments where daily hours of operations are less than eight (8) hours, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular lost time.
- By seniority, the Company may revise the employee's work schedule. The Company may cancel employees shift with twelve (12) hours' prior notice to the employee. In the event the Company fails to notify the employee of the canceled shift as specified above, the Company agrees to pay the employee three (3) hours' pay.
- On the basis of seniority, an employee's shift may be shortened to a minimum of three (3) hours by reason of a shortage of work.
- The recording of time worked shall be by means of a time sheet. Employees will record starting time, quitting time, and meal breaks.
- Employees working a regular shift shall have an unpaid meal period of one-half ( $\frac{1}{2}$ ) hour duration scheduled not less than two and one-half ( $2\frac{1}{2}$ ) hours and no more than five (5) hours after the starting time of their shift.
- Subject to the provisions of Article 20.01, employees called in to work on their day off shall be guaranteed three (3) hour's work at their regular hourly rate of pay.
- Employees shall be entitled to one (1) fifteen (15) minute paid rest period during each half shift of four (4) hours' duration. Where possible, rest periods shall be scheduled at the mid-point of each half shift.

20.06 For purposes of greater clarity, an employee shall only move from part-time to full-time status when:

- She has been the successful applicant for a full-time position pursuant



to Article 12.

- (b) She has worked an average of twenty-four (24) hours or more per week in a classification over the previous calendar year. For the purpose of computing hours worked, these shall include statutory holidays, vacations, weekly indemnity, WSIA leave and ESA leave, based on the average number of hours the employee normally works.
- (c) There will be two (2) annual reviews of hours worked in the previous 12-month calendar year, to take place on or around February 1 and August 1.
- (d) It is understood that in order to achieve full-time status within a classification for classification seniority purposes, only hours worked within that classification shall and will be considered. Employees will not be permitted to combine hours worked in more than one classification to achieve full-time status for classification seniority purposes, except in the housekeeping department.
- (e) A part-time employee who goes to full-time status will be added at the bottom of the full-time seniority list. A full-time employee who goes to part-time status will carry her classification and departmental seniority and her seniority will be intermingled on the part-time seniority list.
- (f) An employee will not move from full-time to part-time status unless the employee consents or the employee consistently refuses available full-time hours. Prior to attaining full-time status pursuant to this Article, an employee must indicate his/her willingness to be available to work full-time hours.

#### 20.07 Housekeeping Department

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

The Company and the Union understand that the Room Attendants are paid to work by the hour.

1. The parties agree that Room Attendants are expected to take breaks and meal periods.
2. In the event that a Room Attendant believes that she will not be able to complete the assigned number of rooms or turndowns in the time allocated, she will advise her supervisor as soon as she is aware. The Supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the Supervisor

may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day.

3. Room 620 will count as two (2) credits.
4. 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.
5. Supply of Equipment and Cleaning Materials: The Employer agrees to continue to make best efforts to supply proper equipment and cleaning materials for use by the Room Attendants.

## **ARTICLE 21 - TEMPORARY TRANSFERS**

21.01 An employee temporarily transferred or assigned to a higher rated classification for three (3) hours or more and fulfilling all the duties and responsibilities of such position, shall receive the rate of the higher classification while occupying such position. Should the duration of the temporary transfer be less than three (3) hours, the employee shall receive the rate of her regular classification. Assisting a higher rated employee shall not constitute a temporary transfer or assignment to a position in a higher classification.

No employee will be transferred to perform the duties of a different classification for more than three hours unless all employees in that classification have been given the opportunity to work. The parties agree that exceptions include breaks, meal periods and emergency situations.

21.02 An employee temporarily transferred or assigned to a position in a lower rated classification shall not have her rate reduced. An employee offered an extra shift in another classification shall receive the rate of the job being performed. Such temporary transfer will be by mutual agreement between the employee and the Company.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

22.01 On completion of six (6) or more months of continuous service, eligible full-time employees shall be entitled to receive:

- (a) Three (3) days' leave of absence in order to attend the funeral and pay for time lost up to a maximum of eight (8) hours per day for each regularly scheduled work day that occurs within such three (3) day period in the event of the death of an employee's spouse as defined by law, child, parent, brother, and sister, brother-in-law, sister-in-law, mother-in-law or father-in-law; and two (2) day's leave of absence in order to attend the

funeral and pay for time lost up to a maximum of eight (8) hours in the event of the death of an employee's grandparent or grandchild.

- (b) In addition to the leave in (a) employees who qualify for bereavement as described above will be entitled to an additional (3) days of unpaid bereavement leave.

### **ARTICLE 23 - UNIFORMS**

23.01 Uniforms or special style clothing, if required by the Company, shall be supplied and maintained. Maintenance shall include repairs of normal wear and tear, dry cleaning of non-washable apparel. Uniforms must be returned to the Company upon termination. For employees working outdoors the employer agrees to make available a parka and gloves and no cost to the employee.

### **ARTICLE 24 - WORKERS COMPENSATION**

24.01 The Company shall continue to provide employees with coverage under the Workers Compensation Act, R.S.O. 1970 as amended.

24.02 In the event an employee suffers an occupational injury requiring medical attention, such employee will be provided with transportation for emergency treatment and shall be paid for the balance of the shift during which the accident occurred.

### **ARTICLE 25 - REST ROOMS**

25.01 Adequate rest rooms shall be provided, heated and maintained in a sanitary condition. A fan shall be provided in such rooms without central ventilation. Employees shall co-operate with the Company in maintaining rest rooms in a clean and sanitary condition. The Employer shall provide for all employees a proper lunchroom facility that will include, microwave ovens, and a refrigerator, and lockers.

25.02 When requested by an employee, the Company shall assign a locker for such employee's personal belongings. Locks and lockers are the property of the Company. All lockers are subject to inspection. The Company agrees that at no time will inspection take place unless a Union Steward is present. In the event of an emergency when a locker search is required immediately and a Union Steward is not available, the inspection may take place with two (2) union members present.



## ARTICLE 26 – WORKPLACE HARASSMENT/DISCRIMINATION

### 26.01 Workplace Harassment

The Company and the Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is know or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or gender expression or other prohibited grounds, as stated in the provincial *Human Rights Code*. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Hotel facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference room and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation or gender expression, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation of the lodging of a complaint or participation in an investigation.

Harassment is not:

Properly discharged supervisory responsibilities including but not limited to, instruction to employees, direction to employees, disciplinary action, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Company employees are not considered harassment.

Filing a complaint:

If an employee believes he or she has been harassed and/or discriminated against on the basis of any prohibited grounds of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behavior;



- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Document the events, complete with times, dates, locations, witnesses and details;
- Report the incident to the Supervisor/Committeeperson.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Employer official.

#### Investigation:

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Employer counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalize din writing. Properly completed copies of this complaint will be forwarded to the Management representative and the Union Chairperson.

A formal investigation of the complaint will begin by the Chairperson and Management representative or their designates, interviewing the alleged harasser, witnesses and any other person named in the complaint. Any related documents may also be reviewed. Should the complaint involved sexual harassment/discrimination, the process will include the same gender as the complainant, whichever is applicable.

#### Resolution:

The Chairperson and Management representative or their designates will then complete a report on the findings of the investigation. The Chairperson and Management representative will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Hotel and this National UNIFOR policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy

was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

The parties agree to abide by the Ontario Human Rights Code and any other applicable legislation.

#### 26.02 Workplace Violence

Allegations of workplace violence will be investigated immediately in accordance with section 26.01.

Workplace Violence is defined as:

1. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
3. A statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

### **ARTICLE 27 - HEALTH AND SAFETY**

27.01 The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment in accordance with the Ontario *Occupational Health and Safety Act*.

27.02 The Union will co-operate with the Company in maintaining and promoting safe work practices.

27.03 The purpose of the Health and Safety Committee is to promote a safe and healthy workplace for all employees. The Committee will abide by the Ontario Occupational Health and Safety Act as amended from time to time.

27.04 It is understood that the members of the Health and Safety Committee will suffer no loss while investigating a health and safety complaint or attending meetings of the Committee during their regular hours.

27.05 All medical examinations and/or x-rays required by the Company or a governmental body shall be conducted on Company time and, where applicable,

at Company expense.

## ARTICLE 28 - GENDER

28.01 It is understood the use of the feminine gender shall include the masculine gender.

## ARTICLE 29 - GENERAL

29.01 The Company will provide bulletin board for the sole purpose of posting Union notices to its members. The bulletin boards shall be located to insure it is visible to all bargaining unit employees.

29.02 Employees will be granted reasonable access to their personnel file at a mutually agreeable time during their personal breaks or after regular shifts and must be accompanied by a member of management.

29.03 The parties agree to comply with the Ontario Human Rights Code, as amended.

## ARTICLE 30 - DURATION

30.01 This Agreement shall be in effect from **November 12, 2020** and continue in effect until **November 11, 2024**, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other, in writing, not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

30.02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties. All such negotiations shall be subject to the *Ontario Labour Relations Act* as amended.



SIGNED THIS 12<sup>th</sup> DAY OF *November*, 2020

**Hilton Garden Inn Toronto Mississauga**

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**UNIFOR Local 112**

*Lapman*  
\_\_\_\_\_  
*John*  
\_\_\_\_\_  
*David*  
\_\_\_\_\_  
*Jay*  
\_\_\_\_\_  
*JP*

## SCHEDULE "A"

Classifications and Rates of Pay effective upon ratification

New employees will be hired at fifty (50) cents per hour less than the posted rate. Upon completion of the probationary period they receive the posted rate.

*If an employee's rate is different than the rate in the grid below, they will receive the percentage increase on their personal rate.*

	Old Rate Before Ratification	Nov. 12, 2021 – Apr. 30, 2021	May 1, 2021 – Oct. 31, 2021	Nov. 1, 2021 – Apr. 30, 2022	May 1, 2022 – Oct. 31, 2022	Nov. 1, 2022 – Apr. 30, 2023	May 1, 2023 – Oct. 31, 2023	Nov. 1, 2023 – Apr. 30, 2024	May 1, 2024 – Nov. 11, 2024
<b>% Increase</b>		<b>0.50%</b>	<b>0.25%</b>	<b>0.25%</b>	<b>0.75%</b>	<b>0.75%</b>	<b>0.75%</b>	<b>1.00%</b>	<b>1.00%</b>
House keeping/Laundry Attendant	\$ 16.14	\$16.22	\$16.26	\$16.30	\$16.42	\$16.54	\$16.66	\$16.83	\$17.00
House Person	\$ 16.46	\$16.54	\$16.58	\$16.62	\$16.74	\$16.87	\$17.00	\$17.17	\$17.34
Maintenance	\$ 19.35	\$19.45	\$19.50	\$19.55	\$19.70	\$19.85	\$20.00	\$20.20	\$20.40
Bartender	\$ 13.12	\$13.19	\$13.22	\$13.25	\$13.35	\$13.45	\$13.55	\$13.69	\$13.83
Server	\$ 12.50	\$12.56	\$12.59	\$12.62	\$12.71	\$12.81	\$12.91	\$13.04	\$13.17
Cook	\$ 17.17	\$17.26	\$17.30	\$17.34	\$17.47	\$17.60	\$17.73	\$17.91	\$18.09
Line Steward	\$ 15.32	\$15.40	\$15.44	\$15.48	\$15.60	\$15.72	\$15.84	\$16.00	\$16.16
Banquet Porter	\$ 12.44	\$12.50	\$12.53	\$12.56	\$12.65	\$12.74	\$12.84	\$12.97	\$13.10

**LETTER OF UNDERSTANDING #1**

**Between:**

**Hilton Garden Inn Toronto Mississauga**

**- and -**

**UNIFOR and its Local 112**

**RE: Labour Management Meetings**

The intent of the Labour Management Meeting is to provide a vehicle for discussion, dialogue, problem solving and harmonious labour relations between the parties in a scheduled and constructive manner, recognizing that full discussion of workplace issue and earliest agreements are in the best interests of both parties. The issue for discussion shall not be those subject to Grievance Procedure and Arbitration.

## **LETTER OF UNDERSTANDING #2**

**Between:**

**Hilton Garden Inn Toronto Mississauga**

**- and -**

**UNIFOR and its Local 112**

### **RE: Article 4 – Banquets**

1. Split 75 percent/ 25 percent to management.
2. Union to inform management of process of distribution of gratuities.
3. Gratuities will be distributed at the end of each pay period in accordance with the number of hours worked in banquets during that period.
4. It is further understood that payments of such gratuities will be through payroll with all appropriate statutory deductions.
5. Banquet employees, along with Union Steward, can review the Gratuity distribution and all supporting documents.
6. The employer will implement an invoicing policy such that banquet clients will receive a breakdown between the tips and other gratuities and the hotel service charge, to ensure compliance with Part V.1 of the *Employment Standards Act*.
7. The hotel will continue to charge guests a gratuity of no less than 15% for the duration of this collective agreement.



## **LETTER OF UNDERSTANDING #3**

**Between:**

**Hilton Garden Inn Toronto Mississauga**

**- and -**

**UNIFOR and its Local 112**

### **RE: WOMEN'S ADVOCATE**

1. Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. Unifor may appoint a Woman's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.
2. The Union will inform employees about the role of the Women's Advocate and providing contact information as to how the Women's Advocate can be contacted.
3. It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.
4. It is recognized that men sometimes find themselves in the same situations.
5. The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

**LETTER OF UNDERSTANDING #4**

**Between:**

**Hilton Garden Inn Toronto Mississauga**

**- and -**

**UNIFOR and its Local 112**

**RE: RECALL RIGHTS DURING THE PANDEMIC**

All employees of the Employer who were laid off for shortage of work or who were deemed by the employer to have lost their full-time status on and after March 13, 2020 and before December 31, 2020 (the "Affected Employees") and have not chosen to take their severance and leave their employment with the hotel shall maintain recall rights for two (2) years from the date of the layoff or loss of full-time status (the "Recall Period").

All Affected Employees will be offered the opportunity to self-pay 100% of the health and welfare premiums (annually, in advance, via quarterly post-dated cheques) and continue their benefit coverage for the duration of the collective agreement.

For the purposes of recall, all employees who were full-time before March 13, 2020, will continue to maintain their spot on the full-time seniority list during the Recall Period as though they were full-time.

Once recalled, the Employer will resume paying its portion of the health and welfare premium after an employee averages twenty-four (24) hours a week for one (1) month.

**Unpublished Letter – not to be added to the CBA**

**Between:**

**Hilton Garden Inn Toronto Mississauga**

**- and -**

**UNIFOR and its Local 112**

**Re: Sharing of certain duties during low occupancy**

WHEREAS there is a significant shortage of work due to the Covid-19 Pandemic.

- 1) The employer may require some employees to perform duties other than their regular duties or combine some duties.
- 2) The employer will make best efforts to assign work first within the department classification. The recalled employees will be informed about what work they will be expected to perform at the time of the recall.
- 3) Recall right priority will follow seniority rules as set out in the Collective Agreement.
- 4) This will be a temporary measure while there is a severe shortage of work.
- 5) This agreement will be reviewed jointly by the Union and the Hilton Garden Inn Toronto Mississauga every 30 days and will terminate immediately at the request of either party.