

Employer Final Offer for a New Collective Agreement

Between

North York Park Home Hotel LP o/a Novotel Toronto North York Hotel
("the Employer")

And

UNIFOR and its local 112
("the Union")

(collectively, "the Parties")

1. The Employer proposes to renew the 2021-2022 collective agreement with the amendments attached hereto as Appendix A.
2. The effective date of all provisions or terms shall be the date of ratification unless expressly stated to the contrary.
3. The Parties discussed several past practices during bargaining and acknowledge the following:
 - (a) Employees can access their personnel file on the DayForce application.
 - (b) Probationary employees can access their number of worked shifts on DayForce or request this information from the Employer.
 - (c) The Parties agree to resume the past practice of notifying Room Attendants about pets in rooms if pets are permitted to stay at the hotel.
 - (d) The practice of offering holidays off by seniority will continue.
 - (e) The Employer has reinstated the practice of providing staff meals.
 - (f) The Employer stated its intent to resume daily cleaning of guest rooms, subject to business and occupancy levels.
 - (g) The Employer stated its intent to reinstate the practice of scheduling an AM lead and a PM lead in housekeeping, subject to business and occupancy levels.
4. During bargaining, the Union gave notice of its intent to enforce Articles 2.4 and 11.06.
5. This document and the attached Appendix A constitute the Employer's **final offer** in respect of the renewal collective agreement.

Signed at Toronto, Ontario, this 12th day of April, 2023.

FOR THE COMPANY

S. Vieira

APPENDIX A – EMPLOYER FINAL OFFER

1. Amend Article 2.8:

... on or around February 1 **and August 1**.

2. Add new article to Article 3:

The Employer shall provide all new employees with copies of the Collective Agreement and shall introduce them to their departmental shop stewards during their orientation period.

3. Add to Article 7:

The Unit Chair appointed by the Union and having at least one (1) year of seniority shall not be sent home or laid-off because of lack of work so long as they are capable, have the skill and ability to perform any work available in their department, and are able to work the shifts available, which will be determined by the business needs of the hotel.

4. Add to Article 7.3:

The Union acknowledges that Stewards, Members of Committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission from their Department Head, and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent, he/she will appoint an alternative person to act on their behalf.

Where a Shop Steward, Union Committee Member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, he/she shall receive his/her regular straight time rate of pay during the time where he/she is required to be present.

5. Add sentence to Article 9.7:

Should the employee not wish to have Union representation, they will sign a waiver.

6. Add new Article 11.5 and renumber the rest of the article:

Part-time employees have seniority only within the part-time classification. Part-time employees are scheduled after full-time employees.

7. Add to Article 11:

In the case of a lay-off in any one department or food and beverage outlet that is expected to exceed eight (8) normal work weeks, employees with more seniority will have the right only to bump employees with less seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available following the two (2) week waiting period, provided they are willing to do the job and they have the skill, ability, and efficiency to do the job of the employee they are bumping. Where an employee bumps from a higher rated classification to a lower one, the lower rate shall apply.

8. Amend Article 11.9:

Add:

A vacancy occurs when:

- (1) a new position is created;
- (2) an employee is permanently transferred, promoted or demoted;
- (3) an employee resigns or is terminated by the Employer and is not reinstated through the grievance procedure.

9. Article 12.4 - Jury duty

The Employer will pay such an employee, for a maximum period of **five (5) days** ~~three (3) days~~ of jury duty, the difference between her/his normal straight time hourly earnings for days s/he would have worked, and the payment s/he received for jury service excluding payment for travel, meals or other expenses. **The Employee must be past their probationary period and will provide documentation of all payments received for jury service.**

10. Article 13.1

- delete last sentence regarding cap of 3 days per year

11. Add to Article 14:

The Employer agrees to schedule as many eight (8) hour shifts as possible.

The Parties agree that whenever two (2) or more employees are scheduled on the same day, the most senior employee will be assigned the longer shift.

The Parties also agree that if a full-time and part-time employee are both scheduled on the same day that the full-time employee will be assigned the longer shift.

12. Add to Article 14:

It is agreed by the parties that if an employee requests a change in his or her scheduled days off (as provided for under the Seniority Clause) or requests to work on his/her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request. For clarity, the addition of a sixth (6th) or seventh (7th) shift will not be granted if it results in a workweek that exceeds forty (40) hours.

13. Article 16:

- Add Employee Anniversary to the list of paid holidays, to be taken within the calendar month of the anniversary date.
- 2 personal obligation days.

14. Modify Article 16.1(b) as follows:

Holiday Pay for all full-time employees will be a normal day's pay. For example, if an employee's normal shift is eight (8) hours, they will be paid eight (8) hours of pay for Holiday Pay; if the employee's normal shift is six (6) hours, they will be paid six (6) hours of pay for Holiday Pay.

Holiday Pay for all **part-time** employees shall be calculated in accordance with the Employment Standards Act, 2000. For clarity, hours will be averaged over the previous four (4) week period.

15. Modify Article 16.3 as follows:

In the event that an employee is required to work on the statutory holidays named above, s/he shall be paid time and one-half for all hours so worked and, in addition, shall ~~either receive another day off with pay or payment of the statutory holiday as the Company may select~~ **receive Holiday Pay as per Article 16.1(b).**

16. Modify Article 18.3 as follows:

The Employer will continue the practice of providing work shoes to all full-time employees in ~~the departments of Food and Beverage, Housekeeping and Front Office~~ **all departments** on an annual basis. ~~Employees in the Maintenance Department will receive a shoe allowance of eighty dollars (\$80) every two (2) years for the purchase of safety shoes, upon provision of a receipt.~~

17. Modify Articles 28.2 and 28.3 as follows:

28.2 In the Room Service Department, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on a guest's cheque, ~~with the understanding that non-payment of all/any service charge to the hotel by the guest will be recoverable from the employee.~~ Said gratuity will go to the Room Service Server.

28.3 In Trio Restaurant, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on a guest's cheque for all parties of six (6) or more, ~~with the understanding that non-payment of all/any service charge to the Hotel by the guest will be recoverable from the employee.~~ Said gratuity will go to the Server.

18. Add new bullet point to Article 29.2:

Any room where a pet has stayed or is staying will count as two (2) credits for the purposes of a Room Attendant's daily assignment.

19. Add to Article 29:

Cots/cribs – \$1 for set up/take down, \$1 for making the cot/crib

20. Article 33 – Duration

3-year agreement

21. Renew LOUs #1-3

22. Delete LOU #4

23. Add a new LOU:

The parties agree to conduct joint investigations into allegations of harassment, bullying, discrimination, and/or violence in the workplace.

24. Schedule A

- Across the board increases:
 - Year 1 (retroactive): 1%
 - Year 2: 2%
 - Year 3: 2%
- Bump for "Cook" = \$1 in addition to % raise.
- Bump maintenance to \$24 and then apply percentage increases.

- Add Front Office Lead to Schedule A - \$1 above other rates.
- Add Host to Schedule A – Starting rate \$17.
- Add training premium - \$.50 cents/hour