

Collective Agreement

Between

Alfa Hoteliers Inc. d/b/a  
HILTON GARDEN INN/ AJAX  
(Hereinafter referred to as the “Employer”)

And

UNIFOR  
AND ITS LOCAL 1090  
(Hereinafter referred to as the “Union”)



**Contract Duration: July 1, 2019 – June 30, 2022**

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## Purpose

The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## ARTICLE 1 RECOGNITION AND SCOPE

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Alfa Hoteliers Inc. d/b/a Hilton Garden Inn Toronto/Ajax, located in the Town of Ajax, Ontario, save and except for supervisors, persons above the rank of supervisor, accountants, and executive chef.
- 1.02** The term employee or employee's means an employee, full and part-time, employed within the bargaining unit as described in Article 1.01.
- 1.03** No person outside of the bargaining unit shall perform the work of any bargaining unit employee, except in cases of emergency (ie. replacement of an employee when bargaining unit coverage is not immediately available), or for job training purposes and not to the extent that performing such work will reduce the hours of work, displace, or prevent the hiring of bargaining unit employees.
- 1.04** In the event the Employer contemplates contracting in or out work normally performed by bargaining unit employees, the Employer will provide the Union with forty-five (45) days advance written notice and will meet with the Union to discuss ways and means to reduce the impact on the bargaining unit. The Employer agrees that it will not take actions as considered by this Article 1.04 for the purpose of eroding the bargaining unit, nor will it exercise its rights under this Article 1.04 to an extent that it would result in the direct layoff of bargaining unit employees.
- 1.05** "Full-Time Employee" means an employee employed in the bargaining unit described in Article 1.01 who regularly works twenty-four (24) hours or more.
- 1.06** "Part-Time Employee" means an employee employed in the bargaining unit described in Article 1.01 who regularly works less than twenty-four (24) hours per week. Part-time employees may be scheduled to work in excess of twenty-four (24) hours per week without being considered full-time, provided such excess hours are not for longer than four (4) or more weeks in a row. Should a part-time employee be scheduled to work more than twenty-four (24) hours for a period of four (4) weeks or longer, it shall be considered a vacant full-time position and the Employer will be required to post the job in accordance with Article 11. It is agreed that extra shifts that are picked up in accordance with Article 31.07 will not apply to this calculation.
- 1.07** Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context applies.
- 1.08** No member of the bargaining unit shall be transferred to a position outside the bargaining unit without her consent.

- 1.09** The Employer will not enter into any other written or oral agreement, with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## **ARTICLE 2 NO DISCRIMINATION**

- 2.01** The Employer and the Union agree that there shall be no discrimination, coercion, interference, restriction exercised or practised against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall or any other work condition because of race, creed, colour, sex, national origin, political or religious affiliation, disability, sexual orientation, marital status nor by reason of Union membership or activity.
- 2.02** The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code.

## **ARTICLE 3 MANagements RIGHTS**

- 3.01** The Union recognizes and acknowledges that the management of the Hotel and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (i) maintain order, discipline, and efficiency;
  - (ii) Hire, promote, demote, transfer employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
  - (iii) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this Collective Agreement. The Employer will provide at least seven (7) calendar days notice to employees and the Union of any new rules/policies or changes to existing rules/policies. The notice will be in writing. In situations, where it may be required to alter any existing rule or policy for the safety and well being of employees or guests, the seven (7) day notice will not be necessary”.
  - (iv) Determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

**3.02** The Employer will exercise its rights in a manner that is fair, reasonable, and consistent with the Collective Agreement.

## **ARTICLE 4                      UNION SECURITY**

**4.01** All employees of the Employer who are members of the Union as of the date of signing of this Agreement, shall, as a condition of employment, remain members in good standing as provided in the Constitution and By-laws of the Union. All new employees after the date of signing of this Agreement shall be required and sign an application for membership and authorization for check off of dues and initiation fee, supplied by the Union to the Employer.

**4.02** The Local Union copy of this form will be completed and forwarded to the Local Union Financial Secretary within one week of the employees hire.

**4.03** The Employer will deduct monthly, from the wages of every employee, any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-Laws.

**4.04** All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary within fifteen (15) working days, of the month following the deductions, along with a list of names and the amount of each deduction.

**4.05** The Employer will also supply a list of those members who did not have Union dues deducted and the reason no deduction took place.

**4.06** The Employer will include on the employees T-4 slip for income tax purposes, the total union dues paid for the year.

**4.07** The Financial Secretary of the Local Union will notify the Employer in writing of any change in the amount of Union Dues and /or Initiation Fee to be deducted in line with Constitutional requirements of the National Union.

**4.08** In consideration of the deduction and forwarding of Union dues by the Employer, the Union will indemnify and save the Employer harmless against any claim of liability arising out of or resulting from the complying of this Article.

## **ARTICLE 5                      STRIKES AND LOCKOUTS**

**5.01** In view of the arrangements provided by this Agreement for the orderly disposition of employee grievances, and for the handling of other matters, the parties agree that there shall be no strikes or lockouts during the life of this Agreement. The words, "strikes" and "lockouts" as used are agreed to have the meaning as defined in the Ontario Labour Relations Act.

## **ARTICLE 6                      WORKPLACE HARASSMENT/DISCRIMINATION**

### **6.01                      WORKPLACE HARASSMENT**

The Employer and the Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct

that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation 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 rooms 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, 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 Hilton Garden Inn employees are not considered harassment.

Filing a complaint:

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

- Request a stop of the unwanted behaviour;

- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, locations, witnesses and details;
- Report the incident to 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 formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resource Manager and the Union Chairperson.

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

Resolution:

The Chairperson and Human Resources Manger or their designates will then complete a report on the findings of the investigation. The Chairperson and Human Resources Manager 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 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 of 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.

## **6.02 WORKPLACE VIOLENCE**

Allegations of workplace violence will be investigated immediately in accordance with section 6.01.

Workplace Violence is defined as:

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- (c) A statement or behaviour 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 7 DATA TO BE SUPPLIED TO UNION**

**7.01** The Employer will supply to the Union Chairperson and the Local 1090 Financial Secretary, at the end of each month, the following information in excel format, by e-mail:

1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
2. Employee's clock number, hourly rate, classification and whether the employee is part-time or full-time.
3. Employees transferred into or out of the bargaining unit.
4. The number of hours worked in the month.
5. Employees status (i.e. at work, on vacation, WSIB, any other leave of absence) and the date of occurrence.
6. Layoffs and recalls.
7. Employees who have lost seniority.
8. Names, addresses, phone numbers, e-mail addresses, and postal codes of all active employees.
9. A list provided to the Union Chairperson of all currant and new hires, on a quarterly basis.

It is understood that each individual Employee must provide written authorization to the Employer before their e-mail address will be provided to the Union. Should a member choose not to provide authorization, the Employer will not supply their e-mail address to the Union.

- 7.02** Upon request, the Employer shall provide to the Chairperson, a copy of the rules and regulations to be observed by bargaining unit employees.

## **ARTICLE 8 SENIORITY**

- 8.01** Except as otherwise provided in this Agreement, seniority shall mean the length of continuous service from last date of hire with the Employer in the bargaining unit and shall include service with the employer prior to the certification of the Union.
- 8.02** Seniority will be established and maintained for all employees in the bargaining unit on a bargaining unit basis except as otherwise provided in this Agreement.
- 8.03** All employee's names will appear on a seniority list as of their date of hire, and shall be revised every three months and posted on Hotel notice boards for the inspection of the employees. A copy of this list will also be given to the Union Chairperson of the Committee.
- 8.04** Employees will be regarded as probationary employees for the first ninety (90) calendar days of their employment. Seniority will start from the first date of hire and their name will appear on the seniority list in order of the respective date of hire. The termination of a probationary employee will be considered for just cause, provided the termination was not arbitrary, discriminatory or in bad faith. The probationary period is a period in which the Employer will assess an employee and determine whether she is suitable for continued employment.
- 8.05** In the event more than one employee is hired on the same date, the Employer will randomly assign each employee with a seniority code number. This number will be used in determining each employee's seniority standing, ie. lowest seniority code number will be highest seniority standing on such date. The Union Chairperson will be present to confirm the random selection.
- 8.06** The Employer shall maintain a single seniority list for both full-time and part-time employees.
- 8.07** An employee will carry her bargaining unit seniority when transferred, for any reason, from one department or classification to another.

## **ARTICLE 9 LOSS OF SENIORITY**

- 9.01** Seniority rights shall cease for any of the following reasons:
1. If an employee voluntarily resigns.

2. If an employee is discharged for just cause and the employee is not reinstated pursuant to the provisions of the grievance procedure.
3. If an employee overstays a leave of absence or remains away from work without permission for a period of more than four (4) consecutive working days, the employee shall be subject to discipline up to and including discharge, unless the employee has a satisfactory reason for her absence.
4. If an employee fails to report for work in accordance with a notice of recall, or within five (5) working days after registered mailing or courier date of the notice, whichever is later, unless the employee has a satisfactory reason for failing to do so.
5. If laid off, an employee will be retained on the seniority list for a period of twenty-four (24) months.
6. If an employee is transferred to a position outside the bargaining unit for a period greater than ninety (90) calendar days.
7. If an employee is not able to work a minimum of 2 scheduled shifts during any given week, within a 30 day period, unless the employee has a satisfactory reason for being unable to work.

## **ARTICLE 10**                      **WAGE ADMINISTRATION / TEMPORARY TRANSFERS**

- 10.01**      An employee who is upgraded or downgraded shall have her wages adjusted on the date of the assignment. This section (10.01) applies to employees who:
- 1)    Are successful applicants on a job posting
  - 2)    Displace another employee under Article 14
- 10.02**      An employee who is temporarily transferred/assigned to another position shall receive the higher of her regular rate of pay or the rate of pay in the classification to which she is transferred/assigned.
- 10.03**      No job or job wage will be re-evaluated either upward or downward during the life of this agreement, except by mutual agreement.

## **ARTICLE 11**                      **JOB POSTING**

- 11.01**      All full-time and part-time vacancies and new positions will be posted bargaining unit wide on Hotel bulletin boards for a period of seven (7) calendar days.
- 11.02**      The posted notice shall identify the following information:
1. Department
  2. Classification
  3. Rate of Pay
  4. Shift- all
  5. General Description of Duties/and requirements

- 11.03** Seniority employees wishing to apply for a posted job will place her name on a job posting form provided by the Employer, a duplicate to be retained by the employee.
- 11.04** If an employee applies for more than one job posting at the same time, provided they are entitled to apply pursuant to Article 11.01, she must identify her order of preference. Postings by the employee to other vacancies will be cancelled by her successful applicant status.
- 11.05** An employee who is declared a successful applicant shall receive a fifteen (15) shift training/evaluation period, to determine her ability to perform the work required. The training/evaluation period may be extended by the written mutual agreement of the Employer and the Union. In case the employee is not retained in the job by the Employer, or the employee voluntarily elects to give up her rights to the job, providing it is within the fifteen (15) shift training period mentioned in (11.05) above, the employee will be returned to her former job. Any other employee affected thereby will be returned to her job on a similar basis and thereafter the original job will be filled in accordance with this section of the Agreement.
- 11.06** A notice identifying the successful applicant for the vacancy will be posted within five (5) working days of the completion of the “notice of vacancy” period.
- 11.07** Only the Chairperson or Committeeperson may enter a posting on behalf of another employee who is absent, provided the employee has given written permission to the Chairperson or Committeeperson to submit a job posting application on their behalf.
- 11.08** Applicants shall be considered for the vacant position on the basis of their skill, ability, qualifications to perform the work and seniority. If two (2) or more applicants have the necessary skill, ability and qualifications to perform the work, then the most senior applicant shall be selected.
- 11.09** If nobody who has applied has the necessary skill, ability and qualifications to satisfactorily perform the requirements of the job, the Employer may select a candidate from outside the bargaining unit or offer the position within the unit.
- 11.10** This Article will not apply where the vacancy is not expected to exceed forty-five (45) calendar days, where the vacancy is caused by illness, injury, occupational accident, layoff, vacation or leaves of absence or the need to complete the posting process.
- 11.11** Temporary vacancies which exceed forty-five (45) days shall be posted until the return of the incumbent employee, or it is determined that the incumbent will not be returning to the position.
- 11.12** This Article does not apply to job assignments within a classification.
- 11.13** A successful applicant to a permanent front desk vacancy is ineligible to bid to any other vacancy for a period of 6 months. The 6 month period begins from the date she is declared the successful applicant.

## **ARTICLE 12                    GRIEVANCE PROCEDURE**

- 12.01**        The purpose of this Article is to establish a procedure for the orderly and prompt settlement of all grievances.
- 12.02**        A grievance shall be defined as any complaint relating to the application, interpretation, or administration of the Collective Agreement, or any applicable government legislation.
- STEP 1: Any employee having a complaint shall first take the matter up with her supervisor who will discuss the complaint with the supervisor concerned, making every reasonable effort to resolve the complaint. If requested by the employee, her Union Representative will be present during this discussion.
  - STEP 2: If the complaint is not satisfactorily resolved within five (5) working days, the employee and Committeeperson will then submit the grievance in writing, on a form to be supplied by the Union to the supervisor. The supervisor shall give her decision in writing to the Committeeperson within five (5) working days of the receipt of the grievance.
  - STEP 3: Should the employee or the Union be dissatisfied with the supervisor's decision at Step 2, the Union may refer the grievance to a meeting of the Grievance Committee and the General Manager and Department Manager. The parties will meet within 5 working days of the Employer receiving the referral to Step 3. The Union National Representative and/or President of the Local Union may be in attendance at this meeting, as determined by the Union.
- 12.03**        Management's decision relating to the Step 3 grievance shall be in writing and, if not rendered during the conference, shall be rendered to the Chairperson of the Committee within five (5) working days after the holding of the conference.
- 12.04**        If management's decision is not satisfactory to the employee or the Union, it may be referred to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within thirty (30) calendar days after management's decision.
- 12.05**        The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee. The grievance may be lodged in writing through the Chairperson of the Committee to the management within ten (10) working days after the receipt of the notice of suspension or discharge and shall be submitted at Step 3. If the decision is not satisfactory to the employee or the Union, the matter may then proceed on the giving of the prescribed notice of appeal to an impartial arbitrator selected as provided in this Agreement.
- 12.06**        The term working days when used in this Agreement for the grievance procedure, shall exclude Saturdays, Sundays, and holidays as defined herein.
- 12.07**        The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees. All grievance forms and appeal forms shall be supplied by the Union. A Union Policy Grievance will start at Step 3 of the grievance procedure. A policy grievance initiated by the Union, will be submitted in writing to the General Manager.

- 12.08** The Union may withdraw, without prejudice to any other case, a grievance which has been referred to any step of the grievance procedure, and the Employer may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure. Grievances not responded to within the time limits may be processed to the next step by the moving party.
- 12.09** The Employer will co-operate with Union Representatives in the performance of their duties while investigating or presenting any complaint or grievance as outlined in these procedures and such co-operation shall include the disclosure of any information or documentation relevant to the grievance.
- 12.10** The Employer will provide written dispositions including explanations for their decision at step 2 and 3 of the grievance procedure.
- 12.11** The parties may extend any time limits by mutual consent, the request for the extension and the response shall be in writing. The request will not be unreasonably denied.

## **ARTICLE 13**                    **ARBITRATION**

- 13.01** Failing a satisfactory settlement at Step 3 of the grievance procedure, it is the responsibility of the party desiring arbitration to so inform the other party in writing within thirty (30) calendar days of the date of the response at Step 3.
- 13.02** The parties shall attempt to agree on a sole arbitrator. In the event that the Union and the Employer cannot agree within two (2) weeks of receipt of the above notice, either party may apply to the Minister of Labour for the appointment of an arbitrator.
- 13.03** Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 13.04** The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way, the provisions of this Agreement or any written amendment or supplement thereto or to extend its duration, unless the parties have agreed, in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect.
- 13.05** The parties may extend any time limits by mutual consent, the request of such extension and the response shall be in writing. The request will not be unreasonably denied.
- 13.06** The parties agree that this Article 13 forms part of the grievance procedure.

## **ARTICLE 14**                    **LAYOFFS AND RECALLS**

- 14.01** The Employer will give at least seven (7) days written notice to employees and the Union of any contemplated layoffs. A layoff shall be defined as “an interruption

of work for a period of five (5) consecutive normally scheduled working days or more”.

**14.02** Whenever it becomes necessary to decrease the working force in an affected classification, it shall be done in the following order, provided the employees who are retained at work following the layoff, have the skill and ability to perform the work.

1. Employees who have not yet completed their probationary period.
2. Part Time employees, in reverse order of seniority starting with the most junior.
3. Full Time employees, in reverse order of seniority starting with the most junior.

Recall from layoff shall be in reverse order of the above.

**14.03** A full-time employee displaced from a classification pursuant to 14.02 above may exercise her seniority in the following order, provided she has the skill and ability to perform the work.

1. The most junior full-time employee in another classification but in the same department.
2. The most junior full-time employee in another department.
3. The option to either; I) displace the most junior part-time employee in her classification, or ii) accept the layoff.
4. The option to either; I) displace the most junior part-time employee in any classification or ii) accept the layoff.

**14.04** A part-time employee displaced from a classification pursuant to 14.02 above may only displace another part-time employee of lesser seniority in another classification in her department.

**14.05** In the event of a layoff, an employee who elects to displace under section 14.03 will provide a written outline of her qualifications to the Employer. If there is a valid dispute over the employee's ability to perform the required work, the Employer will provide the employee with a 7day evaluation period. If the Employer determines the employee cannot meet the requirements, the employee and Union will be given written notice. The notice will explain the reasons for the Employers decision.

**14.06** The Union Committee will be retained in the employ of the Employer during their respective terms of office, notwithstanding their position on the seniority list, and so long as the Employer has work available which they are able and willing to perform.

- 14.07** Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.
- 14.08** The Employer will provide the Chairperson of the Union Committee with a list of employees to be laid off or recalled, also any cancellation of such notices.

## **ARTICLE 15 LEAVE OF ABSENCE**

- 15.01** Upon application and two (2) week's notice, (except in cases of emergency), leaves of absence may be granted to employees without loss of seniority. Leaves of absence must be signed by the Employer and a copy given to the Union Committee. Leaves will be granted based upon the operational requirements of the Hotel and will under normal circumstances not exceed thirty (30) calendar days in length. Extensions beyond the thirty (30) calendar day period must be approved by the Hotel General Manager and such leaves may not be taken for the reason of seeking employment elsewhere. The amount of unpaid personal leave an employee may be granted in any one calendar year will not exceed a cumulative total of 60 days, unless approved by the General Manager. The Employer will provide a written response within 2 working days of receiving a leave of absence request.
- 15.02** Any employee of the Employer elected or appointed to a fulltime position in the Local Union or National Union, will be granted a leave of absence by the Employer. The leave will remain in effect until notice to cancel the leave is given by the Union.
- 15.03** The Employer will grant leave of absence for a period up to fifteen (15) days per year (except as provided under Article 15.02) to permit members of the bargaining unit to attend conventions, educational seminars or conferences called by the National or Local Union or other Labour Councils. That not more than two (2) members will be absent at any one time, and not more than one (1) member from any one department, under this provision, and that applications for leave will be presented in writing, when reasonably possible, not less than fourteen (14) working days prior to the commencement of the leave.
- 15.04** The Chairperson of the Union Committee shall be granted a leave of absence, with pay, of two (2) hours of per month to attend to any union business arising from and in the course of her duties.
- 15.05** UNION EDUCATION LEAVE
- Members of the bargaining unit, selected by the Union to attend courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. This leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees on leave of absence will continue to accrue seniority and continue to be enrolled in the benefit plan.
- 15.06** Employees who are granted a leave of absence shall have their seniority accrue throughout their period of leave and will continue to be enrolled in the benefit plan.

15.07 Unless specifically stated otherwise, leave of absences pursuant to this Article 15 shall be unpaid.

## **ARTICLE 16 PREGNANCY AND PARENTAL LEAVE**

16.01 Pregnancy and parental leave shall be granted by the Employer in accordance with the Employment Standards Act.

16.02 An employee will continue to accumulate seniority while on leave of absence.

## **ARTICLE 17 SHIFT PREMIUM**

17.01 An employee shall receive a special premium payment of \$1.00 per hour for all hours worked between 11:00pm and 7:00am subject to the employee having worked at least one half of her shift between these hours. This however shall not apply to the classification of "Night Auditor", which is subject to Schedule "A" of the Collective Agreement.

17.02 Banquet employees working between 1:00am and 7:00am will receive a premium of \$1.00 per hour during the period.

## **ARTICLE 18 REPORTING IN PAY**

18.01 (a) Subject to 18.02, when an employee (except those assigned to the housekeeping department) reports for her scheduled shift, and there is no work, the employee shall be paid 4 hours at her regular rate of pay.

(b) Subject to 18.02, when an employee assigned to the housekeeping department reports for her scheduled shift, and there is no work, the employee shall be paid 6 hours at her regular rate of pay.

18.02 Article 18.01, does not apply if:

- The Employer has made a reasonable effort to notify the employee not to report to work at least 4 hours before the start of her shift.
- The lack of work is due to fire, flood, power failure or other cause clearly beyond the control of the Employer.

## **ARTICLE 19 CALL BACK PAY**

19.01 Any employee called back to work after completion of their regular shift and having left the Hotel, shall receive in such instances a minimum of four (4) hours pay based on their regular hourly rate.

## **ARTICLE 20 INJURY ON THE JOB**

20.01 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Employer because of illness/injury shall be paid their

regular earnings for the balance of the shift on which the injury or illness occurs. In the event that an employee is injured at work and requires medical treatment, the Employer agrees to pay the full cost of the fare for a taxi service to transport the employee to a hospital or clinic or other medical treatment location, as well as the full fare to transport the employee to her home or back to the workplace.

The Employer agrees to provide a copy of the required Form 7 in all instances of workplace injuries to the Union Chairperson and the Local Union WSIB Representative within forty-eight (48) hours.

## **ARTICLE 21            JURY DUTY**

- 21.01**     The Employer will make up the difference between the amount of money per day a seniority employee received while attending jury duty selection or serving as a member of a jury, including coroner's juries or subpoenaed crown witness, to an amount equal to her normally scheduled hours during the period for which she would have otherwise been scheduled to work.
- 21.02**     To qualify for jury duty pay an employee will be required to provide written documentation (including jury service dates and fees) to the Employer.
- 21.03**     An employee will notify her Manager as soon as they become aware of the requirement for jury service.

## **ARTICLE 22            BEREAVEMENT LEAVE**

- 22.01**     In the event of the death of an employee's current spouse, mother, step-mother, father, step-father, sister or brother, child or step-child, or grandchild, the employee shall be granted a leave of absence for a period of five (5) consecutive days. The employee shall receive payment for each hour the employee would normally be scheduled, at her regular hourly rate, inclusive of shift premiums (if applicable) for each of the five (5) days the employee would otherwise have been scheduled to work.
- 22.02**     In the event of the death of an employees Grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law, the employee shall be granted a leave of absence for a period of three (3) consecutive days. The employee shall receive payment for each hour the employee would normally be scheduled, at her regular hourly rate inclusive of shift premiums (if applicable) for each of the three (3) days the employee would otherwise have been scheduled to work.
- 22.03**     An employee must have completed her probationary period in order to qualify for leave under this Article 22, however this shall not prevent an employee who fails to qualify under Article 22.03 from making request for unpaid leave in the event of the death of a family member. The Employer shall consider the request and approval will not be unreasonably denied.

- 22.04** Leave shall commence from the first day immediately following the date of death, unless the Employee can provide justifiable reasons relating to the death of the family member that the leave should commence on another day.
- 22.05** In order to obtain pay under this Article, an employee may be required to provide appropriate documentation.

## **ARTICLE 23 LUNCHROOM, WASHROOM, AND CPR**

- 23.01** The Employer shall provide for all employees a proper lunchroom facility that will include, microwave ovens, and a refrigerator.
- (i) Clean sanitary washrooms/locker rooms shall be maintained.
  - (ii) The Employer will provide training for employees in C.P.R. application.

## **ARTICLE 24 BULLETIN BOARDS**

- 24.01** The Union Committee will have the use of one (1) enclosed and locking bulletin board (cork board) in the Hotel for the posting of Union notices. The bulletin board is to be supplied by the Employer.

## **ARTICLE 25 PARKING**

- 25.01** The Employer will make available a suitable parking area for all employees at no cost to them.

## **ARTICLE 26 PAYDAY**

- 26.01** Pay day shall be bi-weekly and via direct deposit on Friday in the a.m. In the event that a paid holiday falls on a Friday the payday shall be the Thursday preceding the holiday.

## **ARTICLE 27 COPY OF BENEFITS**

- 27.01** The Employer shall also provide and pay the full cost to provide an outlined brochure of all Employer paid benefits such as insurance, visions care, dental plan, etc. for each full-time employee. These brochures shall be printed and distributed to full-time employees within 3 months of ratification of the Agreement.

## **ARTICLE 28 CLASSIFICATIONS AND WAGES**

- 28.01** The Employer will pay employees according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

## **ARTICLE 29**                    **CANADIAN CITIZENSHIP**

**29.01**        The Employer agrees to allow time off work without loss of pay for up to eight (8) hours for an employee to attend Citizenship Court to be sworn in as a Canadian citizen. The time shall be paid upon receipt of verification provided to the Employer.

## **ARTICLE 30**                    **HOTEL CLOSURE**

**30.01**        The Employer shall advise the Union in advance of any contemplated shutdown of operations, full or partial (i.e. department closure), that will affect the Employees. Notice shall be in writing, and indicate the reason for the action.

**30.02**        The Union and the Employer will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the employees involved.

**30.03**        In the event that job loss is unavoidable, the Employer agrees to meet with the Union to review options available. These options may include a negotiated enhancement to ESA severance entitlement and a contribution to a UNIFOR training and adjustment centre. This does not represent a specific Employer commitment        however, it does represent a commitment to make a reasonable effort        to assist affected employees.

## **ARTICLE 31**                    **HOURS OF WORK**

**31.01**        Forty (40) hours of work per week and eight (8) hours of work per day shall be considered the regular work week in each department of the Hotel and that every reasonable effort will be made by the Employer to provide its full-time employees with a full forty (40) hour schedule. This Article is intended to provide the basis of a work week and shall not constitute a guarantee of hours of work per day or week, number of days per week or a guarantee of work schedules.

**31.02**        The normal and regular forty (40) hour schedule shall also include two (2) consecutive days off. Where operational requirements do not allow for the scheduling of two consecutive days, seniority shall be the determining factor and at least one of the two days off will be a Saturday or Sunday.

**31.03**        Subject to operational requirements, the Employer will:

1. The Employer will post the schedule required for each department at least seven (7) days in advance of the date the schedule is to be implemented.
2. The scheduling of shifts with respect to available days off and shift preference shall be done in a fair and equitable manner, based on seniority, and provided no part-time employee is required to work more than two full weekends (Saturday and Sunday) in a month.
3. Employees wishing to volunteer for weekend shifts may sign the volunteer list. If there are more volunteers than required, the weekend shifts will be allocated by seniority.

4. Part-time employees will first be utilized to supplement extra requirements and absences, including leave of absence requests.

**31.04** If a full-time employee is “called off” of a scheduled shift as a result of lack of available work, work will be offered to the employee(s) in seniority order, on her scheduled day off in order to make up for the regular lost time.

**31.05** An employee shall be entitled to a one-half (1/2) hour unpaid lunch with the period scheduled to be taken between the fourth and fifth hour of the shift unless mutually agreed otherwise.

**31.06** Employees shall be scheduled to have at least eight (8) hours rest between shifts.

**31.07 SHIFT SWITCHES AND GIVEAWAYS**

If an employee wishes to switch a shift with a co-worker in the same classification, the employees involved must advise the Employer in writing (on a form to be supplied by the Employer) a minimum of twenty-four (24) hours prior to the shift. Both employees must sign the form setting out the shifts that are to be exchanged. Approval for such requests will not be unreasonably denied. In the case of an emergency, the time for notice may be abridged.

If an employee wishes to giveaway/drop a shift to a co-worker in the same classification, the employees involved must advise the Employer in writing (on a form to be supplied by the Employer) a minimum of twenty-four (24) hours prior to the shift, except in cases of an emergency. Both employees must sign the form setting out when this will occur. Approval of such requests will not be unreasonably denied. It is agreed that Employee’s shall be provided a maximum of one (1) giveaway/drop per pay period.

The Employer will not be liable for any overtime claims as a result of Employees voluntarily picking up extra shift(s) from a co-worker under this Article.

**31.08 COVERING SHIFTS**

When the Employer has a need to fill a vacant shift after the schedule has been posted, the Employer will contact Employees in the affected classification, by seniority, and offer them the opportunity to work the shift. It is understood that the Employer will skip Employees who would otherwise fall into an overtime situation by being assigned the additional shift.

**ARTICLE 32 PAID REST PERIOD**

**32.01** Employees shall be entitled to one fifteen (15) minute paid rest period within each four hour shift increment.

**ARTICLE 33 OVERTIME**

**33.01** Overtime will be distributed by seniority among those normally performing the work to be required.

**33.02** In any case where no employee is available to work a shift or the extension of a shift at straight time, and the Employer determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of the overtime:

Overtime hours which are immediately adjacent to a current shift will be offered by seniority to employees in the following order:

1. Employees currently on shift:
  - (a) Within the classification, then
  - (b) Within the department, then
  - (c) Within the Hotel, then
2. Employees off shift:
  - (a) Within the classification, then
  - (b) Within the department, then
  - (c) Within the Hotel.

Overtime hours required for a time period which is not immediately adjacent to a current shift but will occur at a known future date will be offered by seniority to employees in the following order:

- Within the classification - on or off shift.
- Within the department - on or off shift.
- Within the Hotel - on or off shift.

The Employer shall not be required to offer the overtime hours to an employee if, as a consequence of working the overtime, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding the employee's next shift.

The above overtime selection procedures are subject to the selected employees having the immediate skill and ability to perform the required work.

## **ARTICLE 34 OVERTIME PAY**

**34.01** Overtime at the rate of time and one-half shall be paid for all hours worked:

- 1) in excess of forty (40) hours in one week
- 2) in excess of 8 hours in a day

**34.02** All overtime will be on a voluntary basis, except as provided in Article 33.

**34.03** A paid holiday or scheduled lieu holiday, shall count as time worked for the purposes of computing weekly overtime.

- 34.04** In the event that two employees mutually agree to exchange a shift, with the prior authorization of the Employer, which would result in either employee working in excess of the normal straight time hours of work set out in 34.01, the parties agree that the employee shall not be entitled to receive any overtime payment for such excess hours of work. For greater clarity, the employees shall receive their regular hourly rate of pay for all hours of work resulting from the exchange of shifts.
- 34.05** Prior to an employee commencing overtime work, the time must be authorized by the appropriate member of management.

## **ARTICLE 35                    UNION REPRESENTATION**

- 35.01** The Union shall elect or otherwise appoint, and the Employer shall recognize the following Union Representatives. The allocation and jurisdiction of Union Representatives shall be the responsibility of UNIFOR Local 1090, unless otherwise provided in this Article.
- Three (3) Union Stewards  
Two (2) Committeeperson  
One (1) Chairperson
- 35.02** The above noted Union Representatives shall be full-time employees with seniority. Employer proposes to compensate the Chairperson by paying a special premium of \$1 to her regular wage for all hours paid. The Chairperson will have access to the F&B Office computer or other available company office computer for this purpose, to comply with Hilton Brand Standards. The company will recognize an alternate to replace the Chair in her absence and such alternate will be compensated at the rate of the Chairperson.

- 35.03** The Employer shall further recognize the Committeepersons and the Chairperson, who together shall constitute the Union Committee. This Committee will meet with the Employer on a regular basis that is mutually agreed upon. The purpose of these meetings is to discuss and resolve grievances and other matters that either party may raise. The Employer shall supply the meeting room during regular working hours.
- 35.04** Union Representatives have regular duties to perform for the Employer. However, Union Representatives will be permitted to leave their regular duties during working hours, without loss of pay or benefits, in order to conduct union business. Before leaving her duties to attend to Union business, a Union Representative will obtain the permission of her supervisor. Permission will not be unreasonably withheld provided the Union Representative can substantiate the nature of the business which has arisen.
- 35.05** The Employer shall recognize the Negotiating Committee which shall be comprised of the Union Committee, the President of UNIFOR Local 1090 or designate and a National Union Representative. Union Committee members shall be compensated for the time lost from work in the negotiation for the renewal of the Collective Agreement. In addition the Union Committee shall be paid their regular wages for eight (8) hours for the purpose of preparing for negotiations.
- 35.06** The Employer will retain Union Representatives at work during any layoffs or cutbacks in employment provided they are willing and able to perform during their respective terms of office.
- 35.07** The Employer shall allow for one (1) hour paid time off the job, for the Union Chairperson, prior to grievance meetings and one (1) hour paid time off the job for the Union Committee prior to Labour/Management meetings.
- 35.08** No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union and as such, the Union shall furnish the Employer with a list of current Union Representatives. The Employer shall be advised immediately by the Union of any changes to this list.
- 35.09** The Employer upon proper notification shall grant the President of the Local and National Representatives and/or other authorized representative of the Union access to the Hotel providing they shall not interfere with the operations of the Hotel. If the purpose of the visit is to speak with an employee about an issue, the General Manager will be given as much notice as possible.
- 35.10** The Employer will provide a hotel conference room for the use of the parties when negotiating the Collective Agreement. The cost of the room will be paid by the Employer.



equipment, provided the employee has the ability to learn to operate the new equipment. If the training is reasonably practical, it will be provided for by the Employer without cost to the employee.

- 38.04** If an employee is displaced as per the above and the training is not reasonably practical, the employee will have the right to displace junior employees pursuant to the layoff provisions of the Collective Agreement.

## **ARTICLE 39**            **NEW JOB**

- 39.01** When a new job is created, the Employer may assign an employee to the job for a period not to exceed sixty (60) days. It shall be the responsibility of the Employer to establish a wage rate and classification for the new job within twenty (20) days of commencement of the new job. The Employer agrees to discuss with the Union Committee and provide all data used to arrive at the new classification and rate. If the Committee and the Employer fail to agree on the new rate or classification for the new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

- 39.02** New jobs shall be posted within sixty (60) days of start up, and experience gained as a result of temporary assignment will not be considered as qualification on the posting. The position shall be filled in accordance with the job posting procedures.

## **ARTICLE 40**            **EQUIPMENT AND TOOLS**

- 40.01** The Employer will supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed.

## **ARTICLE 41**            **PROTECTIVE CLOTHING**

- 41.01** The Employer will set out its present practise, in the Collective Agreement, and pay for all safety equipment, safety shoes and devices.

## **ARTICLE 42**            **NEW EMPLOYEE ORIENTATION**

- 42.01** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check off. A new employee shall be advised of the name and location of her Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her union representative who will provide the employee with a copy of the Collective Agreement. The union will be immediately informed of all new hires and will be provided the opportunity to meet with the new employee prior to the end of the first work week. The Employer agrees that a Union Representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with

the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

- 42.02** It is the responsibility of each employee to promptly notify the Employer, in writing, of any change of address or telephone number. Letters sent by registered mail, by the Employer, to the address on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.

## **ARTICLE 43                   ADMINISTRATION OF DISCIPLINE**

- 43.01** No seniority employee shall be disciplined, suspended or discharged except for just cause and subject to the right of an employee to lodge a grievance as provided for in this Agreement.
- 43.02** An employee will be accompanied by a Union Representative when called to a meeting or when interviewed in the course of any disciplinary investigation or proceeding. The Employer shall establish the time and place for any such meeting, allowing for sufficient time to ensure the presence of the employees Union Representative.
- 43.03** In addition to the aforementioned provisions, when the Employer contemplates or intends to suspend or discharge an employee the Employer will;
- (i) Provide written notice to the employee, along with a copy to the appropriate Union Representative, outlining the reasons for considering the action, prior to the imposition of any suspension or discharge.
  - (ii) The Union Representative will be provided a reasonable period of time (not to exceed two (2) working days), to investigate and make representation to the Employer on behalf of the employee.
  - (iii) Any notice of suspension or discharge subsequently issued by the Employer shall include reasons and details for the Employers decision. A copy of the notice will be forwarded to the appropriate Union Representative.
  - (iv) The Employer will impose discipline within five (5) working days from the date of the alleged infraction became known or ought to have become known to the Employer.
  - (v) The parties may extend any time limits by mutual consent, the request for the extension and the response to be in writing. The request shall not be unreasonably denied.
  - (vi) The provisions established in this Article are regarded as mandatory and failure by the Employer to comply with any of these provisions without the mutual consent of the Union shall render the discipline null and void.

- 43.04** For the purpose of this Article 43, working days shall be defined to exclude Saturdays, Sundays and paid holidays.
- 43.05** Disciplinary action shall remain against the record of an employee for a period of twelve (12) calendar months, after which time it shall be removed. When this has occurred the disciplinary record will not be used against her in any manner.

## **ARTICLE 44 HEALTH & SAFETY**

- 44.01** The Employer, and the Union will make every effort to comply in a timely manner with all applicable legislation pertaining to the health and safety of the employees at the Hotel.
- 44.02** The Union and the Employer agree to actively promote measures to assure the health and safety of all employees.
- 44.03** The Joint Health and Safety Committee (JHSC) will have a total of four (4) members, two (2) representing the Union, who are elected or appointed and two (2) representing management.
- 44.04** The Employer will give first consideration to the Workers Health and Safety Centre (WHSC), for the certification training if the training can be provided at a reasonable cost. The cost of the training will be paid by the Employer.
- 44.05** During all absences, both parties will recognize a substitute member of the JHSC as designated.
- 44.06** Bill 168 – Employer to share a list of employees who have had training with Union Chairperson.
- 44.07** It is agreed that the JHSC will meet a minimum of once per month to conduct inspections and meetings. The Employer will provide the JHSC members a reasonable amount of time to complete the necessary duties.

## **ARTICLE 45 VACATIONS WITH PAY**

- 45.01** Each employee will be entitled to a vacation with pay in accordance with the following schedule:
- i) Employees with less than one (1) year service will receive 4% of their gross earnings.
  - ii) Employees with one (1) year but less than five (5) years' service will receive two (2) weeks vacation with 4% of their gross earnings.
  - iii) Employees with five (5) years' service but less than ten (10) years' service will receive three (3) weeks vacation with 6% of their gross earnings.
  - iv) Employees with 10 or more years of service will receive 4 weeks vacation, with 8% of their gross earnings.

- 45.02** For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of her date of hire will apply.
- 45.03** Vacation time shall not accumulate from one year to the next.
- 45.04** Vacation shall be granted within ten (10) months following the eligible employees anniversary date.
- 45.05** Vacation pay shall be paid by the Employer, on the basis of pay continuation, to an employee. The pay shall also be proportional to the vacation time scheduled unless requested otherwise by the employee.
- 45.06** On January 1<sup>st</sup> of each year the Employer will post a notice announcing the vacation canvass. Employees will have until March 1<sup>st</sup> to submit their vacation requests, which will be approved based upon seniority order and provided the Employer is able to maintain a qualified and adequate workforce. The Employer will post the finalized vacation schedule by no later than March 31<sup>st</sup>.
- 45.07** For the purpose of calculating vacation pay, "earnings" shall be defined to include, regular earnings, and overtime earnings. (T4 earnings)

**ARTICLE 46 HOLIDAY PAY PLAN**

**46.01** For the purpose of this Agreement, the following days are paid holidays:

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

**46.02** Employees shall receive payment for each hour that the employee would normally be scheduled to work, at her regular hourly rate, inclusive of premium (if applicable), for each of the above paid holidays and subject to the following:

- (i) the employee has worked the last scheduled shift immediately prior to the holiday and the first scheduled shift immediately following the holiday, unless she can provide satisfactory reason for failure to do so.

**46.03** Time worked on a holiday shall be compensated at a rate of time of one and one-half (1½) the employees regularly hourly rate of pay. In addition the employees shall receive holiday pay provided the employee qualifies for that holiday pay under Article 46.02 or the employee will have the option of taking another day off in lieu of the holiday. This day must be mutually agreed to and must be scheduled within sixty (60) days of the holiday worked. If the lieu day is not booked within sixty (60) days, it will automatically be paid out by the Employer.

**46.04** Provided the employee qualifies for holiday pay under Article 46.02, if one of these holidays falls within an employee's vacation time, the employee is entitled to an additional vacation day or, if mutually agreed, an extra day's pay. The additional vacation day must be agreed upon beforehand by the employee and the Employer.

## **ARTICLE 47**                    **BENEFITS**

**47.01** During the term of this Agreement, the Employer agrees to contribute ninety percent (90%) of the billed premiums towards the coverage of eligible employees and their dependents, under the Employer benefit plan. All benefit coverage is subject to the conditions set out in the benefits plan.

**47.02** The Employer reserves the right to change insurance carriers, however the coverage amounts and the eligibility for such benefits shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of the Union and Employer.

**47.03** A summary of benefit coverage for employees and eligible dependents are as outlined in Schedule "B" of this Agreement.

**47.04** Benefit coverage will be provided for both same sex and common-law partners.

## **ARTICLE 48**                    **PAID TIME OFF (PTO)**

**48.01** All employees shall be credited with paid time off ("PTO") to be used towards booked personal time or unplanned illness. Employees will receive the following:

- (a) Full-Time Employees will receive thirty-two (32) hours of PTO on January 1<sup>st</sup> annually;
- (b) Full-Time Employees will receive an additional twenty-four (24) hours of PTO on July 1 annually;
- (c) Part-Time Employees will receive twenty-four (24) hours of PTO on January 1<sup>st</sup> annually.

Employees will give the Employer at least two (2) weeks written notice of a request for PTO (except when being used for personal illness). The Employer will provide a written response within two (2) working days of receiving the request. Approvals will be granted on a first come first serve basis. If two or more employees submit a request on the same day, for the same date, approval will be granted based on seniority. The Employer will approve a maximum of one (1) employee per day per department.

**48.02** PTO shall be paid at her regular hourly rate and may be used in increments of four (4) hours.

- 48.03** PTO cannot be carried forward from one calendar year to the next. Any unused sick time PTO will be paid out in the last pay period in June, unless the Employee indicates in writing (on a form to be supplied by the Employer) that they wish to carry it until end of the calendar year. In any event, all remaining PTO will automatically be cashed out at the end of calendar year.
- 48.04** PTO can be used for pre-scheduled medical/dental appointments if the employee provides proper documentation. (Ex. medical practitioner, dentist).
- 48.05** If an employee requests to use PTO for personal illness for 3 consecutive working days, she will be required to provide medical documentation. (Ex. doctors note). In the event an Employee is out of PTO, they will also be required to supply medical documentation when absent for 3 or more consecutive days.
- 48.06** A minimum of Two (2) hours notice is required when reporting absences. If an Employee calls in less than two (2) hours prior to their shift, and they are able to provide a reasonable explanation that providing the two (2) hours notice was impossible, no discipline will apply.

## **ARTICLE 49 NATIONAL DAY OF MOURNING**

- 49.01** The Employer agrees to post a notice provided by the Union on April 28th of each year in observance of those workers killed on the job.

## **ARTICLE 50 HUMAN RIGHTS STATEMENT**

- 50.01** The Employer and the Union are committed to the concept of equal opportunity in the workplace and both parties are committed to promoting this principle.
- 50.02** Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.
- 50.03** Human Rights/Harassment Training is a fundamental step in the parties' joint activities related to affirmative action and will help to complement future pro active initiatives of the Employer and the Union in their mutual objective of achieving a fair and representative workforce.
- 50.04** Accordingly, training of up to three (3) hours duration, will be provided to all employees. This training shall include elements such as:
- human rights awareness
  - Employer and Union policies regarding equality in employment
  - the complaint procedure

## **ARTICLE 51                    DURATION OF AGREEMENT**

- 51.01**     The Agreement shall be effective from the 1<sup>st</sup> day of July 2019 to and including the 30<sup>th</sup> of June 2022. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following the notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.
- 51.02**     During the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of 30<sup>th</sup> day of June, 2019, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.
- 51.03**     If negotiations for renewal of this Agreement should extend beyond the expiry date, the negotiated wages of the Agreement will be retroactive to the termination date of the previous Agreement, regardless of the date the Agreement is executed, unless expressly provided otherwise in a memorandum of settlement between the parties.
- 51.04**     During any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.
- 51.05**     Provided that for purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of the notice by registered mail addressed to the current address of the other party.

## **ARTICLE 52                    SCHEDULES AND LETTERS**

- 52.01**     Attached hereto and forming a part of this Collective Agreement are the following schedules.
1.    Schedule "A" – Wages and Classifications.
  2.    Schedule "B" – Benefit Plan.
  3.    Schedule "C" – Letters of Understanding.

**Schedule "A"**  
**Wages and Classifications**

	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
Classification	Job Rate	Job Rate	Job Rate
Banquet	\$16.04	\$16.04	\$16.04
Cook	\$18.35	\$18.91	\$19.43
Cook II	\$16.49	\$17.02	\$17.54
Dishwasher	\$15.33	\$15.79	\$16.23
Front Desk	\$16.72	\$17.22	\$17.73
Houseperson	\$16.56	\$17.06	\$17.57
Room Attendant	\$16.56	\$17.06	\$17.57
Laundry	\$16.56	\$17.06	\$17.57
Maintenance	\$17.04	\$17.55	\$18.07
Night Audit	\$18.40	\$18.91	\$19.43
Server	\$14.53	\$14.97	\$15.42

- \* **Banquet wage classification will remain at their current wage of \$16.04 for the term of this agreement.**
- \* **Banquets Gratuities will be re-distributed to the Banquet staff, less direct costs incurred by the employer.**

Employees hired after the date of ratification shall be paid \$0.75 below the job rate for the classification to which they are hired/assigned for a period of 9 months from his or her date of hire.

Start rates apply to new hires only and are not applied for purposes of transfer, assignment, job posting etc.

Employees required to perform temporary duties outside the scope of the bargaining unit shall be paid a \$1.00/hour premium for all hours worked. (ex. Room attendants who do room checks when a supervisor is unavailable or absent).

The Front Desk employee responsible for the administration of the Pantry Pavilion shall receive a premium of (\$1.00/hour) to be added over and above the established hourly rate.

## Schedule "B"

### Summary of Benefit Coverage for eligible employees and dependents.

Waiting Period: 3 months of continuous employment

Basic Life Insurance: Employee \$35,000.00  
Spouse \$10,000.00  
Child \$5000.00

Reduction Clause: 50% at age 65

AD&D: Equal to Employee Life Coverage

### Dental Care

Benefit Year: January 1 to December 31

Deductible: None

Fee Guide: Current fee guide

Preventive Procedures: 80%

Basic Procedures: 80%

Benefit Year Maximum: \$1250.00

### Extended Health Care

Benefit Year: January 1 to December 31

Deductible:	None
Prescription Drugs:	90% Drug Card
In Province Hospital:	100% of the difference between the cost of a ward and a semi private hospital room.
Convalescent Hospital:	100% up to \$40.00 per day for a maximum of 180 days
Out-of-Province:	100%
Out-of-Province Referred Services:	80%
Medical Services And Equipment:	80%
Orthotics:	Maximum \$400 per benefit year for custom made orthopaedic shoes and/or custom orthotic inserts.
Paramedical:	80% up to a maximum of \$700.00 per family per benefit year per specialty.
Vision Care:	100% to a maximum of \$250.00 in any 24-month period. (12 month if under the age of 18).
Eligibility Requirement:	Regularly scheduled at least 20 hours per week, notwithstanding part-time or full-time status.

**Schedule "C"**  
**Letters of Understanding #1**  
**Utilization of Full-Time Employees**

During the 2010 negotiations, the Employer representatives described a number of philosophical perspectives with respect to their operational approach to the management of the hotel, which have been put into practice since the purchase of the hotel in August of 2009 by Alfa Hoteliers Inc.

One specific perspective which was outlined was the importance attached to the utilization of full-time employees, on a priority basis, in work-scheduling. This view is one which the Employer believes promoted the alignment of the quality and consistency of daily operations, with standards which meet the expectations of guests/clients and ultimately the Hilton Garden Inn Franchise.

It is the expressed intention of the Employer that every reasonable operational effort will be made to provide full time employees full work schedules weekly and utilize part time employees in a supplementary manner where required and as permitted by the operational requirements of the hotel.

**Letter of Understanding #2**  
**Violence Against Women**

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Employer, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

The Employer agrees to post, on December 6<sup>th</sup> of each year, a notice to be provided by the Union, in observance of the National Day of Remembrance and action on Violence Against Women.

**WOMEN'S ADVOCATE**

The parties recognize that women in our workforce may have special needs for information or services. The parties recognize that a Women's Advocate in the workplace may be selected by the Union who will be responsible for representing these special needs.

The Women's Advocates will participate in an annual three (3) day training program.

**Letter of Understanding #3**  
**Patron Behaviour and Workplace Safety**

The Hotel has an obligation to take all reasonable precautions for the safety of its employees and where any patrons/suppliers actions are abusive, threatening or violent, the employee should immediately raise this with her supervisor. The Hotel will draw the patrons/supplier's attention to its policy on respectful behaviour and will counsel them to change behaviour. If the behaviour is extreme or if the patron/supplier does not cease and desist when requested, the Hotel General Manager will remove the patron/supplier from the Hotel.

## **Letter of Understanding #4** **Substance Abuse**

During 2008 negotiations, the Union and Employer representatives discussed substance abuse as it affects employees. In addition to the serious consequences posed for the individual, both parties recognize that substance abuse contributes to absenteeism and other disruptions of the workforce, and that it can adversely affect safety, job performance and employee morale.

The Employer and the Union recognize the importance of a continuous co-operative effort between its management and Union officials and members in this regard, and it will be appropriate for the Employer and the Union to review and discuss these problems from time to time, with a view to providing (non-financial) assistance to addicted employees, consistent with these employees attitude toward their problem. Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stage, and motivation of the individual to seek appropriate treatment.

Employees undergoing a prescribed rehabilitation process will be eligible for group insurance benefits as provided for in the benefit plan Master Policy. The Employer will strive to co-operate with the Union in supporting and emphasizing the objectives of an employee assistance program.

## **Letter of Understanding #5**

### **General Provisions**

**Access to Employee Personnel Files** – Employees shall have access to review their own personnel file during the hours that the General Manager or Human Resource are normally in the Hotel from Monday through Friday, upon providing two (2) days written notice. In addition the Chairperson or her designate, upon providing written consent to the General Manager or Human Resources, will also be given access to the files.

**Staff Meetings** – Where an employee is required by the Employer to attend a staff meeting, the employee shall be compensated at the employees regular hourly base rate for all time spent at the meeting. Employees who are not scheduled for work on a day in which they are required to attend a staff meeting shall be compensated at the employees regular hourly base rate for all time spent at the meeting, notwithstanding Article 19 of the Collective Agreement.

**Hotel Practises** - It is agreed that the Employer will continue the following practises as outlined below.

1. Distributing unclaimed items left in patrons rooms, to employee's assigned to such rooms. All unclaimed items must be verified by signature of the employee responsible for identifying the item and a member of management. All claimed items will be communicated to the employee. Management will only release unclaimed items to those employees who originally identified the item. Items of a significant value will be returned to the owner or disposed of at the discretion of the Hotel Management.
2. Empty bottles which can be returned for deposit will continue to be accumulated under the current procedures, with amounts from the returnables distributed between the members of the Housekeeping Department on a monthly basis. Records will be maintained by the appropriate member of management, with a copy provided to the departmental Union Steward.

**Staff Menu/Meals** – The Employer agrees to establish an “employee menu” which will provide for Hotel employees a 50% discount off the regular menu pricing.

**Restaurant Servers** – The Hotel agrees that it will implement a 15% room service gratuity within 30 days of ratification of this Agreement. 100% of this gratuity will go to the server delivering the room service. In addition, during this negotiation, the Employer commits to continue to review its operations in the food and beverage department in an effort to attract more business. In addition continued training will be in place to alert the serving staff to opportunities to upsell their bills. These combined efforts are being made to increase customer base and in turn provide for increased gratuity earnings potential for restaurant servers.

**Letter of Understanding #6**  
**Scheduling Committees**

Scheduling Committees  
Housekeeping  
Food and Beverage/Banquets

The Company has agreed that the distribution and allocation of shifts and days off will be implemented by the scheduling committee as a result of canvassing the employees in each of the following departments (Housekeeping, Food and Beverage/Banquets) and providing such schedule meets operational needs of the company.

It will be the goal of the scheduling committee to provide an option of static shifts available (Monday to Friday) and rotating available weekend shifts off by seniority.

It is understood by the company that full-time employee schedules are a priority and the distribution of part-time hours are to supplement the necessity to fill in for available weekend shifts.

The scheduling committee will consist of the Chairperson and at least two employees from the affected department.

It is understood that schedules will need to meet the approval of the Local Union and the company.

## **Letter of Understanding #7** **Hotel Work Standards**

### **Housekeeping Department**

The parties agree that the assignment and/or distribution of rooms within the Housekeeping Department shall be based upon the principals of fair and equitable allocation of work and maintaining the highest standards of quality as established by the Hotel, and shall be subject to the following:

- 1) The maximum numbers of rooms to be assigned during normal working hours shall be sixteen (16).
- 2) The Employer agrees that variables including but not limited to; multiple floor assignments, checkouts, stays, suites, etc. shall be taken into account when allocating room assignments.
- 3) The Employer recognizes that the above factors and the overall condition of each room may be cause for an attendant being unable to complete her assigned rooms. When this is expected to occur, it is the responsibility of the attendant to call the Housekeeping Manager/Supervisor to advise and seek assistance.
- 4) The Housekeeping Manager/Supervisor will review schedules daily for the next day's assignments and adjust accordingly.
- 5) When required based upon Hotel occupancy and need, an additional person shall be assigned to Laundry.
- 6) Laundry carts are to be stocked properly.

**Letter of Understanding #8**  
**Health Care Benefits Review**

During the term of the 2016 Collective Agreement, the parties will meet on an annual basis, to review the health care plan. The meeting will include a representative from the insurance provider and a representative of the Unifor National Pension and Benefit department. The purpose of these meetings is to assess plan usage data and determine if changes could be made to the plan that would not have a negative impact on employees but could help reduce or control the overall cost of the plan. Any changes to the health care plan will only be implemented by the written mutual agreement of the Employer and Union.

**Letter of Understanding #9**  
**PTO on Termination**

If an employee is terminated and the termination is not reversed through the grievance/arbitration procedure, or if an employee resigns or gives notice to resign, the employee will forfeit any unused PTO hours.

## **Amendment to Letter of Understanding #10**

### Laundry Room

The company and the Union had discussion surrounding the workload of the laundry room and has agreed to the following:

The company will implement a part-time evening laundry room attendant.

The primary role for this position will be for the purpose of completing the work load of the outgoing day shift.

In addition to the newly implemented evening shift, the company will ensure that a second laundry room attendant is on shift when necessary to keep up the demands of the day.

It is agreed that, in the event that work load is heavy on a particular day that housekeepers needing supplies will approach the supervisor for assistance and will not go directly to the laundry room attendant.

It will be the supervisor's responsibility to ensure proper staffing is provided with the clear understanding that in no circumstance will any employee forfeit any negotiated break or meal periods and such breaks will be taken into consideration when developing the additional needs of the laundry room.

It is further agreed that any employee who is performing work for the company beyond their normal scheduled shift will be paid overtime for all work performed as per Article 34 of the CBA.

## **Letter of Understanding #11**

### Co-op Students

During 2016 Negotiations, the parties had extensive discussion surrounding the use of Co-Op students.

It is agreed that utilizing Co-Op students will not at any time reduce the hours or shifts, or result in a lay-off of regular employees.

There will be no use of any Co-Op students at any time of a lay-off of regular employees.

The company will notify the Union Chairperson in writing when contemplating utilizing a Co-Op student.

Co-Op students will be restricted to “shadowing” regular employees and a list of Co-Op students will be provided to the Union Chairperson along with start dates and expected length of the particular program as well as the anticipated end date.

For clarity, and in particular in Guest Services, the “shadowing” of a Co-Op student will not be considered as a required employee for the department. If for example there is to be two (2) regular employees required at the front desk, then the use of a Co-Op student would result in three (3) employees on a shift.

**Letter of Understanding #12**  
**Re: Maintenance Department**

The company will provide the Union with a generalized job duty description for Maintenance Classification as per the CBA.

The company will ensure that this work is scheduled daily as a bargaining unit position and no employee outside of the bargaining unit will perform such work.

Further, it is agreed that based on availability of hours, Anthony Macintosh will be provided the opportunity to pick up any maintenance hours required by the company on evenings and weekends.

**Letter of Understanding #13**  
**Re: Manager on Duty**

It is understood that when a Union member is required to act as a Manager on Duty, they will receive a premium of \$1.00 per hour for time spent in this role, rounded up to the nearest hour (except those Employees who are receiving a shift premium under Article 17.01).

**Letter of Understanding #14**  
**Re: Green Choice Programs**

It is agreed that Hilton Garden Inn Ajax management will not implement any type of program which provides any incentive to guests for declining daily housekeeping (such as vouchers or loyalty points).

It is understood that, as a result of 'brand standards', that any direction or programs introduced by Hilton Corporate will be permitted, even if such program contradicts this letter of understanding.

**Letter of Understanding #15**  
**Re: Social Justice Fund / Paid Education Leave**

The Employer agrees to contribute to the Unifor Social Justice Fund and Paid Education Leave fund as follows:

July 1, 2019 - \$1000 contribution to Unifor Paid Education Leave  
July 1, 2019 - \$500 contribution to Unifor Social Justice Fund  
July 1, 2020 - \$1000 contribution to Unifor Paid Education Leave  
July 1, 2020 - \$500 contribution to Unifor Social Justice Fund  
July 1, 2021 - \$1000 contribution to Unifor Paid Education Leave  
July 1, 2021 - \$500 contribution to Unifor Social Justice Fund

**Letter of Understanding #16**  
**Re: Tip Committee**

The Employer agrees to recognize a Tip Committee for the purposes of determining the appropriate distribution of tips in the restaurant.

The Committee will be established and will meet with thirty (30) days of ratification of this agreement to determine the appropriate and consistent distribution of restaurant gratuities.

The Committee will be comprised of two (2) servers and two (2) kitchen staff.

Signed on this day 13<sup>th</sup> Day of June 2016 in Ajax Ontario

For The Union

For The Company

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Corey Dalton

\_\_\_\_\_

Fayez Thawer

\_\_\_\_\_

Cary MacMillan

\_\_\_\_\_

Alnoor Sidi

\_\_\_\_\_

Rob Milford

\_\_\_\_\_

Jimmy Chan

\_\_\_\_\_

Anthony McIntosh

\_\_\_\_\_

Michael Brannigan

\_\_\_\_\_

Judith Viale

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Amit Rana