

MEMORANDUM of SETTLEMENT

On all issues regarding negotiations for a Collective Agreement.

B E T W E E N:

**KSD Enterprises LTD o/a
DELTA HOTELS BY MARRIOTT TORONTO AIRPORT AND CONFERENCE
CENTRE**

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

- and -

UNIFOR

(Hereinafter referred to as “the Union”)

1. The undersigned representatives of the parties hereby unanimously agree to recommend to their respective principals for ratification, the terms and conditions of a renewal collective agreement as set out below:
2. The renewal collective agreement shall be effective date of receipt of written notice of ratification. There shall be no retroactivity to any of the terms of the collective agreement, unless agreed upon herein.
3. The term of the renewal collective agreement shall be February 1, 2021 – January 31, 2024.
4. The terms and conditions of the renewal collective agreement shall be as set out below. The expired Collective Agreement from February 1, 2018 – January 31, 2021, is amended as follows:

- a. Amend article 5.02 (c) by adding: “(including mobile phone number), email ...”.
- b. Amend date in Article 29(g) – Successorship to January 31, 2025.
- c. Amend Article 30 to reflect the Collective Agreement termination date of January 31, 2024.
- d. Delete Schedule E: Education Fund and Equal Opportunity Fund.
- e. New LOU – Racial Justice Advocate

The Parties agree to identify a Unifor Racial Justice Advocate elected or selected by the Local Union, among the employees in the bargaining unit.

The Racial Justice Advocate is an individual who identifies as Black, Indigenous or a Person of Colour (BIPOC).

The Racial Justice Advocate is a workplace representative who will assist and provide support for BIPOC workers

- f. Laundry – not to be included in the collective agreement:

The Parties agree that as a result of equipment issues and other business realities, laundry will be fully outsourced. It is anticipated that the Hotel will still require two laundry employees and the most senior employees in the department will be asked whether they wish to remain on the seniority list. The others will be provided their entitlements pursuant to the collective agreement and be provided their entitlements pursuant to the Ontario *Employment Standards Act, 2000* or they may elect to remain at the bottom of the Full Time Housekeeping Seniority list.

- g. Maintenance – not to be included in the collective agreement:

The Parties agree that employees in the Maintenance Department will be asked to perform duties as assigned. While every effort will be made to assign work based on preferred tasks, all employees

are trained to perform Maintenance Department duties and will be asked to do such work, when and if required. The temporary transfer language in the collective agreement will continue to apply.

5. Amend all references in the collective agreement to the Millworkers Health & Welfare Plan (Unifor) Fund and the Millworkers Unifor Pension Plan.
6. Wage increase shall be as follows:
 - a. February 1, 2023: 1%
 - b. August 1, 2023: 1%
7. The Employer agrees to make the following contributions to the Health and Welfare/ Weekly Indemnity Plan as set out in Schedule B:
 - a. Effective ratification - \$2.30;
 - b. Effective February 1, 2022 - \$2.35; and
 - c. Effective February 1, 2023 - \$2.40.
 - d.
8. The parties confirm that the following matters were discussed at the table in the **2018** contract negotiations but are not included in the collective agreement.
 - (a) The employer agrees that the gratuity to be included on a guest banquet food and beverage charges will be 13.1%. If the employer increases its administrative fee beyond 4.4%, then the gratuity charged to a guest will increase to 13.6%.
 - (b) Employer will maintain practice with respect to employee parking.
 - (c) Green Choice Language –The Employer agrees not to implement any program that provides financial incentives to customers for DNDs or declining housekeeping service.

(d) All employees are expected to work the hours for which they are scheduled. If they are required to stay beyond the scheduled end time, they will require permission in advance and if permission is granted, hours worked will be paid in accordance with the collective agreement.

(e) The Employer will pay holiday pay in accordance with the Employment Standards Act, 2000.

(f) The Employer puts the Union on notice that it will enforce Article 22.05.

(g) Amenity Delivery – The Employer agrees to maintain current practice.

(h) The current practice with respect to informing employees about the presence of pets in guest rooms will continue.

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

(i) Banquet Servers and Bartenders are exempt from the language from Article 19.04.

(j) Starbucks Gratuities: the Employer agrees to provide a tip option on the Starbucks debit machines.

(k) Environment issues will be added to the purview of the existing Joint Health, Safety and Environment Committee.

(l) The employer intends to implement associate alert devices by the end of 2022.

(m) The employer agrees to reinstitute the deleted classifications at the applicable wage rate if the Hotel decides to post the role.

(n) The Employer agrees to send all job postings to the Hospitality Workers Training Centre.

(o) The Employer will not engage in Block Scheduling at Lot 41.

Dated this 7th day of May, 2021

For the Union:



Lisabeth Pimentel

National Representative

Unifor

For the Employer:



David Quinn

General Manager

Delta Hotels by Marriot Toronto Airport

MEMORANDUM OF AGREEMENT

BETWEEN:

**KSD Enterprises LTD o/a
DELTA HOTELS BY MARRIOTT TORONTO AIRPORT AND CONFERENCE
CENTRE**

(the "Employer")

-and-

UNIFOR

(the "Union")

WHEREAS the Employer and the Union are bound to a collective agreement with an effective date of February 1, 2021 to January 31, 2024 (the "Collective Agreement");

AND WHEREAS Article 9.07 provides that:

"An employee's employment shall be deemed terminated and his seniority lost if the employee:

(c) is laid off for a period in excess of twelve (12) months"

AND WHEREAS the COVID-19 pandemic has resulted in a large-scale suspension or disruption of operations at the Employer;

AND WHEREAS there remains significant uncertainty about when operations will resume or stabilize.

NOW THEREFORE the parties agree as follows:

1. The Employer and Union agree to execute the attached Letter of Understanding regarding recall rights, which shall form part of the Collective Agreement.
2. In exchange for the agreement to extend recall rights as set out in the attached Letter of Understanding, the Union agrees that it will not file any grievances regarding no election being put to employees pursuant to section 67 of the Ontario *Employment Standards Act, 2000*.
3. The parties agree that this Memorandum of Agreement and the attached Letter of Understanding regarding recall rights, satisfies the parties obligations under s.67(7) of the Ontario *Employment Standards Act, 2000*.

4. The parties further agree that this Memorandum of Agreement is an Agreement pursuant to Ontario Regulation 764/20 made under the Ontario *Employment Standards Act, 2000*.

The terms and conditions as outlined above are agreed to as indicated by the signatures below.

Dated at Toronto this 7th day of May, 2021.



For UNIFOR

Dated at Toronto this 7th day of May, 2021.



For the Employer

LETTER OF UNDERSTANDING: RECALL RIGHTS

Notwithstanding any provision to the contrary that may be contained elsewhere in this Collective Agreement, the Employer and the Union agree that recall rights shall be extended to March 31, 2022 for any employee who is not recalled from layoff as a result of COVID-19.

The Employer agrees to provide payment to the Millworkers Health and Welfare Plan (Unifor) Fund in the amount of sixty-five dollars (\$65) plus RST each month for full time employees who are not recalled to work. The payment is effective from the start of the first full month after the date the Hotel receives written notice of ratification to no later than December 31, 2021 or when the employee is recalled to work, whichever first occurs.

The Employer agrees to provide payment to the Millworkers Health and Welfare Plan (Unifor) Fund in the amount of sixty-five dollars (\$65) plus RST each month for part time employees who worked an average of sixteen (16) hours per week in 2019. The payment is effective from the start of the first full month after the date the Hotel receives written notice of ratification to no later than December 31, 2021 or when the employee is recalled to work, whichever first occurs.

For the Union:

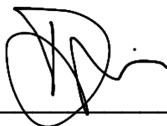
Dated at Toronto, this 7th day of May, 2021.



print name: Lisabeth Pimentel

For the Employer:

Dated at Toronto, this 7th day of May, 2021.



print name: David Quinn