

Memorandum of Agreement
("Memorandum")

On all issues regarding negotiations for a Collective Agreement.

Between

Hyatt Hotels Canada Inc. as agent for King Street Hospitality Limited Partnership, dba Hyatt Regency
Toronto
(Hereinafter referred to as "the Employer")

And

UNIFOR and its local 112
(Hereinafter referred to as "the Union")

(collectively, "the Parties")

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:

1. 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.
2. The term of the renewal collective agreement shall be February 1, 2021 – January 31, 2024.
3. 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:

Collective Agreement Amendments:

Article 5 – Union Security

Amend 5.07(c):

- (c) employee's full time or part time status, their Social Insurance Number, updated address and telephone numbers (including mobile phone number), email, classification, department and wage rate;

Article 27 – Health and Welfare

Amend name of health plan throughout article: Millworkers Health and Welfare Plan (Unifor) Fund.

Amend 1st 2 paragraphs of 27.1:

27.1 **Effective date of ratification**, the Employer agrees to contribute two dollars and ~~ten cents (\$2.10)~~ **thirty cents (\$2.30)** plus applicable taxes, per hour paid per employee in the bargaining unit to the Millworkers Health and Welfare Trust (the "Trust"), ~~commencing on April 1, 2018~~. Contributions for each month will be paid by the 10th of the following month (e.g. April ~~2018~~'s contributions are due 10th May, 2018 and so on).

Effective February 1, 2022, the rate will increase to two dollars and thirty-five cents (\$2.35) plus applicable taxes, per hour paid per employee in the bargaining unit.

Effective February 1, 2023, the rate will increase to two dollars and forty cents (\$2.40) plus applicable taxes, per hour paid per employee in the bargaining unit.

~~The parties agree that the rate of two dollars and ten cents (\$2.10) will remain in effect and will not increase through March 31, 2021.~~

Article 28 – Pension

Amend name of plan throughout article: Millworkers Unifor Pension Plan.

Article 48 – Successorship

Amend 48.07:

The obligations of this section shall expire one (1) year following the expiration of the Successor Collective Agreement, i.e. January 31, ~~2022~~ 2025. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

Article 49 – Termination, Modification and Renewal

Amend Article 49.01:

49.01

This Agreement shall continue in effect from February 1, ~~2018~~ **2021** to January 31, ~~2021~~ **2024** with the exception of Article 48 – Successorship Article, which shall remain in full force and effect until January 31, ~~2022~~ **2025** for an additional year beyond the expiry of this Agreement. This Agreement shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days or not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

Schedule II – Wage Scale

Amend Schedule II as follows:

February 1, 2021 (retroactive) – 0%

February 1, 2022 – 0%

February 1, 2023 – 2%

Update effective dates and renew all LOU's with the following amendments:

Add new LOU:

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 to BIPOC workers.

Delete articles 41.01, 41.02, and LOU #19.

The parties agree that the following matters were discussed at the table but are not included in the collective agreement:

- A. 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 CBA.
- B. As a practice, when a guest registers a pet to a guest room, a notation will be made on the daily assignment sheet that there is a pet in the room.
- C. The Employer agrees to enforce the cba with respect to Labour Management Meetings.
- D. The Employer agrees to continue its practice of sharing reasons why a probationary employee was terminated.
- E. The Employer agrees to make best efforts to inform the Hospitality Workers' Training Centre of all job postings.

- F. Personal Alarms: Any employee who is required to access a guest suite is provided a Personal Duress Device, in accordance with Hyatt Brand Standards.
- G. The Employer's biometric clock in/out system currently provides an automated grace period. It is not the Employer's intention to penalize and/or discipline employees who clock in/out during the grace period, subject to Hyatt's Attendance Management policy.
- H. The Employer confirms that the Houseperson's job description does not include room attendant duties.
- I. The Employer confirms that the current scheduling practice of full time and part time/casual banquet employees will continue.
- J. The Employer agrees that every effort to provide a safe and healthy workplace is made. Employee safety is identified in the Anti-Harassment and Violence Policy. The Policy is posted on the Employee Health and Safety Board. The Hotel practice is to review patron behavior and to trespass guests for any offence under the *Criminal Code*.
- K. The Employer agrees that the gratuity to be included on a guest charge will be twelve percent (12%). If the Employer increases their administrative fee from 3%, the gratuity charged to a guest will increase to 13%.
- L. The Employer agrees to continue the practice of reviewing hours twice annually – June and January – for the purpose of moving from part time to full time employment.
- M. All jobs are posted online and available to people who are away on vacation. They can contact HR via text, email or phone call to indicate their interest in the position.
- N. The Employer agrees that it has no current plans to offer financial incentives to guests who elect Do Not Disturb or who decline housekeeping service. During this collective agreement, the Employer will not reduce Room Attendant hours as a result of a financial incentive program.
- O. The Employer confirms that there are no current plans to convert the Hotel to a condominium during the life of this collective agreement.

Signed at Toronto, Ontario this 12th day of August, 2021.

For the Union

Yapman

For the Employer

Anderson

Memorandum of Agreement

Between

Hyatt Hotels Canada Inc. as agent for King Street Hospitality Limited Partnership, dba Hyatt Regency
Toronto
("the Employer")

And

UNIFOR and its local 112
("the Union")

(collectively, "the Parties")

RE: Recall Rights and Drug Coverage During Covid-19 Pandemic

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 16.07 provides that:

16.07 An employee shall lose all seniority and his employment will be deemed to have been terminated if he:

...

(c) is laid off for a period of fifty-two (52) weeks. It is understood however that if the employee's lay-off directly results from a closure that is due to a Hotel renovation, the employee may be retained on the seniority list until the completion of the renovation with the mutual agreement of the parties hereto, which agreement will not be unreasonably withheld.

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:

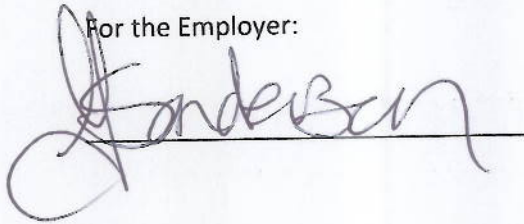
1. The Employer and Union agree to execute the attached Letter of Understanding regarding recall rights, which shall form part of the Collective Agreement.
2. In exchange for the agreement to extend recall rights as set out in the attached Letter of Understanding, the Union agrees that it will not file 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*.

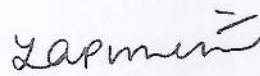
The terms and conditions as outlined above are agreed to as indicated by the signatures below.

Signed at Toronto, Ontario, this 12th day of August, 2021.

For the Employer:

A handwritten signature in black ink, appearing to read "Anderson", written over a horizontal line.

For the Union:

A handwritten signature in black ink, appearing to read "Zapman", written in a cursive style.

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, 2023, for any employee who is not recalled from layoff as a result of COVID-19.