

# **COLLECTIVE AGREEMENT**

Between

**CY 5050 CREEK BANK RD LTD.  
OPERATING AS COURTYARD BY  
MARRIOTT – MISSISSAUGA AIRPORT  
CORPORATE CENTRE WEST**

And

**HEALTH CARE AND SERVICE  
WORKERS UNION, CLAC LOCAL 304**

**DURATION: MARCH 1, 2022 – FEBRUARY 29, 2028**

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**Between**

**CY 5050 CREEK BANK RD LTD.  
OPERATING AS COURTYARD BY  
MARRIOTT – MISSISSAUGA AIRPORT  
CORPORATE CENTRE WEST  
(hereinafter referred to as "the Employer")**

**and**

**HEALTH CARE AND SERVICE  
WORKERS UNION, CLAC LOCAL 304  
(hereinafter referred to as "the Union")**

**MARCH 1, 2022 – FEBRUARY 29, 2028**

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## **COLLECTIVE AGREEMENT**

### **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain a mutually satisfactory relationship between the Employer, the Union and the employees represented by the Union, and provide procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions and wages for all employees who are subject to the provisions of this Agreement and to assist the Employer in the efficient operation of this business.

### **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Courtyard by Marriott – Mississauga Airport, Corporate Centre West, located at 5050 Creebank Road, Mississauga, Ontario, including housekeepers, houseperson, maintenance, front desk, bistro kitchen, van driver and audit, save and except supervisors, persons above the rank of supervisor, office and clerical staff.

2.02 The Company agrees to include any newly established job classification falling within the bargaining unit as defined

in Article 2.01 hereof and to meet with the Union and discuss rates of pay for such classifications.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

- a. maintain order, discipline, profitability, efficiency and customer service, in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause;
- b. establish and administer tests for the purposes of assisting the Employer to determine an employee's qualifications and require further medical documentation by a physician for any legitimate reason;
- c. select, hire, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the bargaining unit;
- d. determine the location of operation, the schedules of operations, the number of shifts; determine the methods of providing services; determine job content, quality and quantity requirements, the qualifications of an employee to perform any particular job and a method to assess that

- performance, determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue methods, services, job duties or processes; determine employee dress code; determine employee work schedules, the number of employees needed at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked and require employees to work overtime;
- e. the Employer shall have the right to limit, suspend or cease operations.
- 3.02 The direction and supervision of the working force shall, at all times, be the sole responsibility of the Company.
- 3.03 The Company agrees that persons, including management staff that are not bargaining unit members will not perform bargaining unit work, except in the following circumstances:
- a. for training or instructional purposes;
  - b. because of emergency situations;
  - c. filing in because of bargaining unit absenteeism or no shows;
  - d. unforeseen circumstances;
  - e. assist employees on an as needed basis.

## **ARTICLE 4 - RELATIONSHIP**

- 4.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercises or practiced by either of them or their representatives for any reason whatsoever.
- 4.02 There shall be no Union activity of any kind on the Employer's time or premises. The Union representative shall be admitted to the premises of the Employer upon request by the Representative to the Employer during normal working hours, which shall be those hours when any one of the General Manager or Assistant General Manager is on duty. The Union representative shall be subject to all security rules of the Hotel while on the premises. The Union covenants that the duties and productivity of employees shall not be interfered with or impeded by reason of the foregoing. Absolutely no discussions between the Union representative and the employee shall take place during an employee's shift.
- 4.03 Should the *Employment Standards Act, 2000* (ESA) exceed any part of this Collective Agreement, the ESA shall prevail.

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

- 5.01 The Union agrees while the Agreement is in force, there will be no strike, slowdown, sit down, stoppage of work



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

## **ARTICLE 6 - REPRESENTATION**

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select two (2) Union Stewards from amongst all employees of the Company who have completed their probationary period of employment at the Courtyard by Marriott – Mississauga Airport for the purpose of assisting employees in presenting grievances to the Company, in accordance with the provisions of this Agreement.
- 6.02 The Union shall keep the Company notified, in writing, of the names of the Stewards and effective date of their appointments.
- 6.03 For the purposes of layoff only, an employee with one (1) year or more of service who is appointed or otherwise selected as a Steward shall, for the duration of her term of office, be deemed to have the highest seniority of her classification and shall be the last employee laid off in

such classification, provided she is willing and satisfactorily performs the available work.

- 6.04 The Union acknowledges the Stewards have their regular duties to perform on behalf of the Company, such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or, in his absence, the General Manager or his designate, and when resuming their regular duties, will report again to their immediate supervisor, or in his absence, the General Manager or his designate.
- 6.05 The Company will provide bulletin boards for the sole purpose of posting Union notices to its members. The bulletin boards shall be located to insure it is visible to all bargaining unit employees.
- 6.06 The Company will allow up to a maximum of two (2) employees on the Negotiating Committee.

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

- 7.01 No employee with seniority shall be discharged or disciplined without just cause.
- 7.02 In cases of discharge or written disciplinary action, an employee will be allowed the opportunity to have the Steward or another bargaining member of her choice present as a witness. The employee may request that the

Steward or other bargaining unit member leave the meeting. If the meeting is held without a Steward or another bargaining unit member present to witness, any conclusions, verbal or written will be null and void except in the case where the member refuses a Steward or witness to be present or requests the Steward or witness to leave the meeting.

- 7.03 For the purposes of clarity, an employee, with seniority, is an employee who has successfully completed her probationary period.
- 7.04 A written warning or suspension shall be removed from the employee's records twenty-four (24) months after the occurrence provided there has been no reoccurrence of the same or similar conduct, performance or attitude complained about within that twenty-four (24) month period.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

**Step No. 1**

The employee shall discuss her complaint with her immediate supervisor within four (4) business days after the circumstances giving rise to the complaint have originated or occurred.

The Supervisor shall give an oral answer to the grievance within four (4) business days. Failing settlement;

**Step No. 2**

The grievance shall be reduced to writing and present to the General Manager, or his designate, within four (4) business days of receipt of the decision at Step No. 1. A meeting will be held within four (4) business days between the General Manager (or his designate), the employee concerned and her Steward. A Staff Representative of the Union may be present at the request of either the Company or the employee. It is understood that the General Manager (or his designate) shall have such assistance as he may desire at the meeting. The decision of the General Manager, or his designate, shall be delivered, in writing, within four (4) business days to the Union. The time allowance provided in this Section may be extended by mutual agreement. Failing settlement;

### **Step No. 3**

The grievance as reduced to writings shall be forwarded to the Head Office of the Company within four (4) business days of the decision at Step No. 2, which shall have five (5) days to dispose of it. The decision shall be in writing and sent to the offices of the Union. If considered necessary by the parties, a meeting may be convened by the parties and may include the interested persons. If such meeting is held, the decision shall be given to the other party within four (4) business days from the date of the meeting.

- 8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) business days after the decision at Step No. 3 is given, the grievance shall, for all purposes, be deemed to have been settled.
- 8.03 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

8.04 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) business days after the circumstances giving rise to the complaint having originated or occurred. It is understood, however, that this Section shall not be used to bypass the regular Grievance Procedure.

## **ARTICLE 9 - DISCHARGE CASES**

9.01 A claim by an employee who has completed her probationary period that she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Company at Step No. 2 with five (5) business days after the employee is discharged. Such special grievance may be settled by the conferring parties under the Grievance Procedure or by an Arbitrator as per Article 10.

9.02 Pursuant to being discharged, an employee who has completed probation shall be allowed to confer with her Steward while not on her shift for a reasonable length of time before leaving the Hotel premises.

## **ARTICLE 10 - ARBITRATION**

10.01 When either party requests that a matter be submitted to arbitration as hereinbefore provided, it shall, pursuant

to Article 8.02 hereof, make such request, in writing, addressed to the other party of this Agreement. Within five (5) business days thereafter, the parties shall agree upon a single Arbitrator from a list previously agreed to; provided, however, that if the parties fail to agree upon an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereof by the party invoking arbitration procedure.

- 10.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.04 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.05 The parties will be responsible for fifty percent (50%) of the fees and expenses of the Arbitrator.

## **ARTICLE 11 - SENIORITY**

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

New employees will be considered probationary employees for the first ninety (90) calendar days, and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. Such dismissal shall be deemed as just cause.

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

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

11.03 Layoffs and recalls from layoff shall be based upon the following factors:

- a. Department seniority;
- b. Bargaining unit employees on layoff shall not be replaced by a member of management. Vacant



bargaining unit positions shall not be filled by management except in the cases of emergency.

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

- a. voluntarily leaves the employment of the Company;
- b. is discharged and is not reinstated through the Grievance/Arbitration Procedure;
- c. is laid off for a period equal to the lesser of her period of seniority or twelve (12) months;
- d. fails to return to work upon termination of an authorized leave of absence unless prior arrangements, in writing, acceptable to both the employee and the Company have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- e. fails to return to work within five (5) calendar days after being recalled from layoff by notice sent by registered mail, or fails to advise of her intention to return within three (3) calendar days following such notice.

11.05 In the event of an indefinite layoff all rules of the ESA will be adhered to.

A regular full-time employee:

**COURTYARD BY MARRIOTT –  
MISSISSAUGA AIRPORT CORPORATE CENTRE WEST  
CLAC LOCAL 304  
COLLECTIVE AGREEMENT MARCH 1, 2022 – FEBRUARY 29, 2028**

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- a. shall have the right to displace a regular part-time employee within her department;
- b. full-time employees wishing to displace a regular part-time employee as in (a) above, shall be credited with any prior part-time department seniority.

11.06 A part-time employee who is reclassified to a full-time classification within the bargaining unit shall not be required to serve a further probationary period.

11.07 An employee who is unable to perform her regular duties due to illness or accident shall be offered work in alternate classification provided:

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

11.08 An employee who is promoted to a position outside the bargaining unit shall have the right to return to her former classification without loss of seniority at any time during the three (3) month period following such promotion. Thereby displacing an employee with less seniority.

### **11.09 Job Postings**

All new bargaining unit vacancies, as determined by the Company, will be posted for four (4) days. An employee who wished to be considered for the position may make an application. Current employees will be considered before new hires, but not guaranteed the position.

11.10 The following factors shall be considered by the Company in filling the position:

- a. Skills, reliability, competence, and ability to perform the work; and
- b. Seniority – when the factors in “a” are relatively equal, then seniority shall be the deciding factor.

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

12.01 The Company may, in its discretion, grant leave of absence, without pay and without loss of seniority, to an employee for personal reasons. Such leaves shall not exceed thirty-one (31) days and all requests for such leave of absence shall be in writing as far in advance as practicable. Only one (1) employee from the bargaining unit will be eligible for such leave at any give time. The Company agrees to reply to such request, in writing, within seven (7) days whenever possible.

## **12.02 Pregnancy and Parental Leave**

The Company agrees to grant pregnancy and parental leave in accordance with the ESA.

## **12.03 Union Leave**

Employees who have been selected by the Union to attend Union conventions or conferences or to attend other Union business shall be granted an unpaid leave of absence by the Employer so long as a maximum of one (1) person covered by this Agreement is on such leave of absence at any one (1) time. The Union Representative shall notify the Employer, in writing, not less than twenty (20) days prior to the start of the leave of absence of the name of the member requiring the leave. It is agreed that such leaves of absence shall not exceed five (5) days in aggregate for each calendar year.

## **ARTICLE 13 - BONDING**

13.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company by reason of a conviction under the Criminal Code, immediately terminates her employment, regardless of seniority or other conditions.

## **ARTICLE 14 - INDIVIDUAL AGREEMENTS**

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

## **ARTICLE 15 - UNION SECURITY**

15.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Any new employee will be referred by the Employer to a Steward. The parties agree that failure to refer new employees to the Steward will not result in a grievance.

The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

The Employer is authorized and shall deduct each pay period an amount equal to Union dues from each employee's pay. Such deductions shall go into effect with the first full pay period of employment of an employee. The Employer shall also deduct any authorized intuition fees owing to the Union. The total amount checked off

will be turned over to the Union treasurer before the fifteen (15<sup>th</sup>) of the month after the check off is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Employer shall not normally deduct more than one (1) pay period's dues from any one (1) paycheque of an employee. The Employer shall be saved harmless for all deductions and payments made. The total amount of Union dues normally paid by an employee shall be indicated on the employee's T-4 slip.

Employees who have not worked in a month and are off work for whatever reason for a month or more shall, upon return to work, be deducted only one (1) pay period's back dues or amount equal to dues in addition to the regular deduction.

Employees who, because of conscientious objection cannot support the Union may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered, Canadian charitable organization. Where the Union is satisfied that an employee cannot support the Union because of valid conscientious objection, the Union and the employee will select a charitable organization by mutual agreement and the Union will forward the deducted monies to the organization at the end of each calendar year.

15.02 The Company will, at the time of making each remittance hereunder to the Union Treasurer, supply a statement showing the following information from whose pay deductions have been made:

- a. All monthly dues for members to be submitted in alphabetical order with last known address, postal code, telephone number and social insurance number;
- b. Thirteen (13) check-off per year;
- c. Monthly-new members to be listed in alphabetical order with last known address, postal code, telephone number, social insurance number, date of hire and starting salary;
- d. The Company further agrees that it will supply all such information by way of electronic mail (e-mail) or diskette, if possible, and hard copy, if so requested by the Union;
- e. Terminations or resignations to be listed in alphabetical order with last known address, postal code and social insurance number, telephone number and date of termination or resignation.

15.03 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way

connected with the collection of such dues and initiation fees for Union members only.

## **ARTICLE 16 - HOLIDAYS**

16.01 All seniority employees in the active employ of the Company, shall receive pay for the following holidays:

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

Full-time employees shall be paid no less than eight (8) hours holiday pay for each holiday. Part-time employees shall be paid on the basis of the ESA.

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

16.02 Employees who are required to work on any one (1) of the following:

New Year's Day	Family Day
Victoria Day	Labour Day



Christmas Day	Good Friday
Canada Day	Thanksgiving Day
Civic Holiday	Boxing Day

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

16.03 If a holiday falls within an employee’s vacation period, the Company shall grant either an extra day’s holiday at the time convenient to the Company and employee or pay for the holiday as provided herein.

## **ARTICLE 17 - WAGES**

17.01 The Company agrees to pay all employees as outlined in Schedule “A”.

## **ARTICLE 18 - VACATION**

18.01 Employees in the active employ of the Company shall be entitled to annual vacation, with pay, in accordance with the following schedule:

- a. Employees who have completed one (1) year of continuous service but less than five (5) years of continuous service with the Company shall be

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

- b. Employees who have completed five (5) years of continuous service but less than ten (10) years of continuous service with the Company shall be entitled, in any year of their employment with the Company within such period of three (3) weeks of vacation with three (3) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, six percent (6%) of her gross pay earned since the most recent anniversary of her employment with the Company.
- c. Employees who have completed ten (10) years of continuous service with the Company shall be entitled in any year of their employment with the Company within such period to four (4) weeks of vacation with four (4) weeks gross pay. An employee who would otherwise qualify under the provisions of this

paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, eight percent (8%) of her gross pay earned since the most recent anniversary of her employment with the Company.

- d. Effective January 1, 2023, all employees who have completed fifteen (15) years of continuous service with the Company shall be entitled in any year of their employment with the Company, within such period, to five (5) weeks of vacation with five (5) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, ten percent (10%) of their gross pay earned since the most recent anniversary of their employment with the Company.

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

Seniority will not be a factor for any vacation request received on or after April 16<sup>th</sup> in any given year. It is agreed that the Company will respond to each request within two (2) weeks.

## **ARTICLE 19 - HEALTH AND WELFARE**

19.01 The Employer will supply a Health and Dental Benefits and Life Insurance Plan to each full-time employee who has completed their probationary period of ninety (90) days.

Single coverage: one hundred percent (100%) paid by the Employer; Family coverage: the employee's portion is thirty three dollars and fifty cents (\$33.50) biweekly effective March 1, 2022 and will increase by ninety cents (\$0.90) on the anniversary of each year of the Agreement.

19.02 Where an employee is in receipt of benefits from Workplace Safety and Insurance Board is granted a leave of absence or either maternity or parental leave purposes in accordance with the ESA, as amended, the Employer shall continue the employees enrollment in the Plan as provided for in Article 19 provided the employee continues to pay her share of the Plan cost.

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

20.01 The provisions of this Article are intended to define the weekly scheduling of shifts and shall not be constructed as guarantee of hours of work per day or per week, not a guarantee of working schedule.

20.02 Subject to operational requirements determined by the Employer, the scheduling of shifts with respect to

available days off will be as follows as fair as reasonably practicable;

- a. The Employer will use its best efforts to allow employees to have the opportunity to have weekends off recognizing that all employees have a desire to be off on a weekend on occasion but routinely the more senior full-time employee should have the opportunity, on average, annually, to have more weekends off than the more junior full-time employees and full-time employees should have the opportunity to have weekends off, on average annually, than part-time employees.
- b. All employees are required to work weekends when scheduled to do so.
- c. The scheduling of weekend work shall recognize and give preference to operational requirements and the availability of employees.

An employee is deemed full-time provided that they maintain an average of over twenty-four (24) hours or more per week in either of the immediately preceding two (2) quarters.

An employee is deemed part-time if they maintain an average of under twenty-four (24) hours per week in both of the immediately preceding two (2) quarters.

- d. Without a guarantee of working hours, the available hours within a work week shall be scheduled on the basis of department seniority. Full-time employees will be allowed to maximize their hours before part-time employees are scheduled to work.

20.03 Authorized work performed in excess of forty-four (44) hours per week shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate.

20.04 Weekly work schedules shall be posted by 4:00 p.m. on Wednesday of each week.

20.05 The work week for all employees shall commence at 12:01 a.m. on Saturday and shall end at 12:00 midnight on the following Friday.

20.06

- a. The Company may revise the employee's work schedule. The Company may cancel employees shift with three (3) hours prior notice to the employee. The employee must provide three (3) hours prior notice for a cancelled shift to their direct supervisor. In the event the Company fails to notify the employee of the cancelled shift as specified above, the employee arrives at the workplace, the Company agrees to allow the employee to work a minimum of three (3) hours.

It is solely the responsibility of the employee to review and follow the schedule as posted each week.

- b. Employees working a shift shall have an unpaid meal period of one-half (1/2) hour duration scheduled not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting of their shift.

### **Meal Breaks/Rest Periods**

Associates are entitled to one fifteen (15) minute rest period for the first four (4) hours scheduled to work and worked. Should the associate be scheduled for a second four (4) hours in a one day, then they are entitled to a second fifteen (15) minute rest period during that four (4) hours. These breaks are paid and you do not need to punch in and out. These rest periods will be taken at a time determined by the Hotel and will be consistent with efficient operations in each work area of the Hotel and will not be cumulative and not paid if not taken. All associates who are scheduled for five (5) hours or more are required to take an unpaid thirty (30) minute lunch period.

- c. Employees called in to work on their day off or completing their scheduled shift shall be paid for their hours worked at their regular pay.

## **ARTICLE 21 - TEMPORARY TRANSFERS**

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

21.02 An employee temporarily transferred or assigned to a position in a lower rated classification shall not have her rate reduced. An employee offered an extra shift in another classification shall receive the rate of the job being performed.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

22.01 On completion of their probationary period of ninety (90) days employees shall be entitled to receive:

- a. An employee who has successfully completed the probationary period shall be granted up to three (3) consecutive calendar days of leave in the event of the death of an employee's spouse as defined by law, child, stepchild, foster child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-



in-law for the purpose of making arrangements for and or attending the funeral. The day of the death or day of the funeral must be one of these days off. Payment shall be made during the above three (3) consecutive days. In order to obtain pay under this Article, an employee must provide proof of death if requested to do so.

- b. A full-time employee who has successfully completed the probationary period shall be granted one (1) day of paid leave in the event of the death of a grandparent or grandchild for the purpose of attending the funeral.

## **ARTICLE 23 - UNIFORMS**

23.01 The Employer will provide two (2) uniforms to the full-time employees to be worn. The employees are responsible for maintenance of the uniforms. The Employer will provide one (1) uniform to the part-time employees to be worn and the employees are responsible for the maintenance of the uniforms. The Employer agrees to reissue another uniform if a uniform becomes worn out.

## **ARTICLE 24 - HEALTH AND SAFETY**

24.01 The Employer, the Union and the employees agree to cooperate in the prevention of accidents and the

promotion of health and safety of the employees during the hours of their employment.

- 24.02 It is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures.
- 24.03 The Employer, the Union and the employees agree to comply with the provisions of the *Ontario Occupational Health and Safety Act*.

## **ARTICLE 25 - JURY DUTY**

- 25.01 It is Hotel policy to enable associates to fulfill their civic obligations. After completing three (3) months of continuous employment, associates who are called for jury duty will be given time off with pay that equals the difference between what they are paid for jury duty and their regular hourly pay, for up to ten (10) working days. You must present a copy of the jury duty pay voucher to your manger in order to receive payment. If you are requested to serve jury duty, you are to notify your manger promptly so that your duties can be adequately covered during absence. If you are excused early while on jury duty, or are not required to report until later in the day, you must report to work, provided that you are able to work at least four (4) hours of your shift. Jury duty pay will be supplemental only for those days when you would

have been ordinarily scheduled to work. Associates other than full-time associates will be granted time off without pay for a maximum of ten (10) working days to serve jury duty.

## **ARTICLE 26 - REGISTERED RETIREMENT SAVINGS PLAN**

26.01 Full-time employees after twelve (12) months of continuous service will be entitled to join the RRSP Group Retirement Plan and subject to the terms of the Plan; after twenty-four (24) months of continuous employment the Employer will match fifty percent (50%) of the employees RRSP contribution annually to a maximum of three percent (3%) of their annual earnings into their RRSP/DPSP Group Retirement Plan.

## **ARTICLE 27 - SICK DAYS**

27.01 Full-time employees who have completed one (1) year of service with the Employer and entitled to four (4) sick days leave per calendar year, sick days shall not be carried forward to the next year. Payment for each sick day shall be based upon the same calculation as Article 16.01 Holiday Pay. The Company may request a doctor's note to substantiate sick calls. The Company agrees to pay for the cost of the doctor's note.

## ARTICLE 28 - GENDER

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

## ARTICLE 29 - GENERAL

29.01 Employees will be granted reasonable access to their personnel file at a mutually agreeable time outside of their shift and must be accompanied by a member of management.

## ARTICLE 30 - DURATION

30.01 In effect from March 1, 2022 and continue in effect until February 29, 2028.

30.02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties. All such negotiations shall be subject to the *Ontario Labour Relations Act, 1960*, as amended.

DATED at Mississauga, ON, this 7<sup>th</sup> day of  
March, 2022.

**COURTYARD BY MARRIOTT –  
MISSISSAUGA AIRPORT CORPORATE CENTRE WEST  
CLAC LOCAL 304  
COLLECTIVE AGREEMENT MARCH 1, 2022 – FEBRUARY 29, 2028**

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Signed on behalf of  
**COURTYARD BY MARRIOTT- MISSISSAIRPORT CORPORATE  
CENTRE WEST**

Per  \_\_\_\_\_

Per  \_\_\_\_\_

Signed on behalf of  
**HEALTH CARE AND SERVICE WORKERS UNION, CLAC LOCAL  
304**

Per  \_\_\_\_\_

Per \_\_\_\_\_

**COURTYARD BY MARRIOTT –  
MISSISSAUGA AIRPORT CORPORATE CENTRE WEST  
CLAC LOCAL 304  
COLLECTIVE AGREEMENT MARCH 1, 2022 – FEBRUARY 29, 2028**

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**Scheduled A**

**Housekeeping/Laundry/Houseperson/Van Driver/Bistro**

	<b>March 2022</b>	<b>March 2023</b>	<b>March 2024</b>	<b>March 2025</b>	<b>March 2026</b>	<b>March 2027</b>
<b>Start</b>	\$17.42	\$17.77	\$18.12	\$18.53	\$18.95	\$19.42
<b>Probation</b>	\$17.67	\$18.02	\$18.38	\$18.80	\$19.22	\$19.70
<b>1 Year</b>	\$18.17	\$18.53	\$18.90	\$19.33	\$19.76	\$20.26

**Guest Service Agent**

	<b>March 2022</b>	<b>March 2023</b>	<b>March 2024</b>	<b>March 2025</b>	<b>March 2026</b>	<b>March 2027</b>
<b>Start</b>	\$17.67	\$18.02	\$18.38	\$18.80	\$19.22	\$19.70
<b>Probation</b>	\$18.17	\$18.53	\$18.90	\$19.33	\$19.76	\$20.26
<b>1 Year</b>	\$18.42	\$18.79	\$19.16	\$19.60	\$20.04	\$20.54

**Night Audit**

	<b>March 2022</b>	<b>March 2023</b>	<b>March 2024</b>	<b>March 2025</b>	<b>March 2026</b>	<b>March 2027</b>
<b>Start</b>	\$18.67	\$19.04	\$19.42	\$19.86	\$20.31	\$20.82
<b>Probation</b>	\$19.17	\$19.55	\$19.94	\$20.39	\$20.85	\$21.37
<b>1 Year</b>	\$19.42	\$19.81	\$20.20	\$20.66	\$21.12	\$21.65

**Maintenance Technician**

	<b>March 2022</b>	<b>March 2023</b>	<b>March 2024</b>	<b>March 2025</b>	<b>March 2026</b>	<b>March 2027</b>
<b>Start</b>	\$20.67	\$21.08	\$21.51	\$21.99	\$22.48	\$23.05
<b>Probation</b>	\$21.17	\$21.59	\$22.03	\$22.52	\$23.03	\$23.60
<b>1 Year</b>	\$21.42	\$21.85	\$22.29	\$22.79	\$23.30	\$23.88

**COURTYARD BY MARRIOTT –  
MISSISSAUGA AIRPORT CORPORATE CENTRE WEST  
CLAC LOCAL 304  
COLLECTIVE AGREEMENT MARCH 1, 2022 – FEBRUARY 29, 2028**

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Employees will be placed on the grid in accordance with their date of hire.

Any employee who is earning above the established grid shall be red circled and will receive the ATB annual increases.

**MISSISSAUGA MEMBER CENTRE**

1-2555 MEADOWPINE BLVD

MISSISSAUGA ON L5N 6C3

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