

In the Matter of a Labour Arbitration Between
**FHC HOTELS AND RESORTS INC. o/a DOUBLE TREE BY
HILTON WINDSOR HOTEL & SUITES**
(The “Employer”)

-and-

UNIFOR LOCAL 195

(The “Union”)

Group Grievance #10/14/25

ARBITRATOR - TED CRLJENICA

APPEARING FOR THE UNION

ANGELA DIVITARIS

NATIONAL REPRESENTATIVE

MIKE BYRNE

NATIONAL REPRESENTATIVE

EMILE NABBOUT

PRESIDENT, UNIFOR LOCAL 195

RENEE LANGLOIS

BARGAINING UNIT CHAIRPERSON

APPEARING FOR THE EMPLOYER

STEPHEN McARTHUR

COUNSEL

AWARD DATED MAY 29, 2026

AWARD

- 1) This group grievance, turns solely on the interpretation of a paragraph (“the disputed paragraph”) that appears immediately below the wage grid in Schedule A of the collective agreement:

In the event that minimum wages are adjusted by a change in legislation over the life of the agreement, the employer agrees that all rates of pay in Schedule “A” will be increased by a minimum of fifty cents (\$0.50) per hour.

In the grievance, the union alleged that the employer violated the collective agreement by failing to increase wages following an increase in the provincial minimum wage on October 1, 2025.

THE EMPLOYER'S SUBMISSIONS

- 2) Although this is a union grievance, the employer presented its submissions first. It argued that the use of the singular article "a" before the word "change" means that the paragraph applies only once over the life of the agreement. As the wages were adjusted following an increase in the minimum wage on October 1, 2024, the employer submitted that the disputed paragraph was spent and has no further application.

THE UNION'S SUBMISSIONS

- 3) The union submitted that the use of the article "a" does not limit the application of the disputed paragraph to only one increase over the life of the agreement. Its position was that every time there is an adjustment to the minimum wage over the life of the collective agreement, there will be an increase to the wages in the wage grid.
- 4) First, the union submitted that the opening words of the disputed paragraph, "in the event of . . ." is inconsistent with the paragraph having only one application.
- 5) Alternatively, the union referred to other provisions¹ of the collective agreement in which the parties used a singular (grammatical) article to apply to any number of events that are the subject matter of the provision. One of these provisions deals with employees receiving gifts from guests who stay at the employer's hotel. It reads

21.04 The Hotel will be held harmless in the event of an² injury to an employee as a result of taking advantage of article 21.

- 6) Despite the parties' use of the singular article "an" in 21.04 this hold harmless provision applies to any number of injuries to any number of employees.
- 7) The union also relied on 23.09 (a). It reads:

23.09 (a) The Company will post shift schedules at least seventy-two (72) hours in advance, except in circumstances beyond the control of the Company. In the event of a change to the schedule after posting, the company will advise the employee of such change.

- 8) Again, the union submitted that this provision applies to any number of changes to the schedule that may affect any number of employees despite the use of the singular articles "a" and "the".

¹ ¹ As this Award includes references to the grammatical term "article", I have used the word "provision" when referring to articles of the collective agreement.

² All underlining throughout this Award is mine.

THE EMPLOYER'S REPLY SUBMISSIONS

- 9) In reply to the union's submissions, the employer argued that the provisions of 21.04 and 23.09 are distinguishable on the basis that multiple qualifiers were used in these provisions because they apply to individual employees whereas the disputed paragraph applies to a single entity, that being all employees as a group.
- 10) The employer also relied on examples in which the parties used multiple qualifiers to convey the potentiality of multiple events when they intended that a provision would be applied on more than one occasion. In 26.05, which deals with statutory holidays, the parties provided:

26.05 In the event that one or more of the aforementioned statutory holidays occurs during the eligible employee's vacation

- 11) They also used a multiple qualifier in 27.06, under the heading Health and Welfare. There they provided:

27.06 . . . in the event of any dispute as to the benefit coverage

- 12) Thus, it was the employer's submission that if the parties intended the disputed paragraph to apply more than once, they would have used a multiple qualifier as they did in 26.05 and 27.06.
- 13) The employer also argued in its reply submissions that the 50 cent per hour increase resulting from an increase in the minimum wage, when added to the negotiated increase in the wage grid is approximately 5% per year. It was the employer's submission that it would have been absurd for it to agree to a wage increase in the range of 5% per year.
- 14) Neither party was able to provide me with any authorities on point. The authorities they did provide include principles of contractual interpretation: Brown & Beatty, *Canadian Labour Arbitration*, 5th Edition § 4:2750; *Bell Technical Solutions Inc. v. Unifor*, 2025 CanLII 123038 (Kelly-ON LA); *Maple Leaf Consumer Foods v. United Food and Commercial Workers Canada, Local 175*, 2011 CanLII 6860 (Surdykowski-ON LA); *Labourers' International Union of North America - Local 506 (Policy) v. Ontario (Metro Toronto Convention Centre Corporation)*, 2019 CanLII 97283 (Raymond-ON GSB); *Gate Gourmet Canada Inc. v. Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees, Teamsters Local Union No. 847*, 2020 CanLII 67508 (Goodfellow-ON LA); *Compass Group Canada Ltd. v. United Food and Commercial Workers Canada, Local 1006A*, July 30, 2024 (Ontario - White).

REASONS FOR DECISION

- 15) I adopt the principles set out in paragraph 18 of *Maple Leaf Consumer Foods v. United Food and Commercial Workers Canada, Local 175*, by Arbitrator Surdykowski:

18. The fundamental rule of interpretation for collective agreements is the same as for commercial contracts and statutes: the words used must be given their plain and

ordinary meaning unless it is apparent from the structure of the provision or the collective agreement read as a whole that a different or special meaning is intended. All words must be given meaning, and different words are presumed to have different meanings, unless this would lead to a result that is absurd or inconsistent with the overall scheme and structure of the agreement.

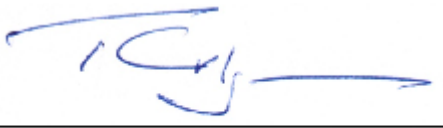
- 16) Although there is merit in both parties' positions, it is my determination that the union's interpretation of the disputed paragraph represents the intent of the parties.
- 17) The parties agreed that 21.04 (the hold harmless provision) and 23.09 (a) (a change to the schedule after posting) are to be read as though they included multiple qualifiers, such as "any" or "any time" or "every time".
- 18) In regard to the employer's reliance on 26.05 and 27.06 as examples of the parties using multiple qualifiers when they intended to refer to the potentiality of multiple events, I disagree that 26.05 supports the employer's position. The parties used a multiple qualifier to refer to "one or more of the aforementioned statutory holidays", but used a singular article in referring to "the employee's vacation". In my view, 26.05 is an example of the parties using both a singular article and a multiple qualifier in the same sentence. It is written as though it applies to a single employee when it is meant to apply to any employee affected by one or more statutory holidays falling within his or her vacation time.
- 19) As for the employer's submission that the use of the singular article in the disputed paragraph is distinguishable from the use of singular articles in 21.04 and 23.09 (a) as the subject matter of these latter provisions applies to individual employees, again, I disagree. I find it highly unlikely that during collective bargaining the parties purposely chose to use singular articles when referring to the potentiality of multiple events that would apply to individual employees but chose to use a singular article in the disputed provision to mean only one event because it applies to all employees as a group. This is too nuanced a distinction to reflect the reality that parties bargaining a collective agreement are not English scholars (unless perhaps, the bargaining team is at an institution of higher learning).
- 20) It is my view that the wording of 21.04, 23.09 (a), 26.05 and 27.06, indicates that the parties used singular articles (a, an, the) interchangeably with multiple qualifiers (any, one or more). Thus, in this collective agreement, the parties have used different words to express the same meaning and their use of the singular article does not always carry its plain and ordinary meaning. I was not shown any provision in which the parties used a singular article to refer to a one-time event.
- 21) Therefore, it is my determination that it is more likely than not that in the disputed paragraph the parties followed the pattern of 21.04, 23.09 (a) and 26.05, using a singular article without intending it to limit the article to a single event. As such, the disputed paragraph was not spent as a result of the wage increase arising from the 2024 increase to the minimum wage. The 2025 increase in the minimum wage should have also resulted in a 50 cent increase in wages.

- 22) As for the employer's submission that it would have been absurd for it to agree to a wage increase in the neighbourhood of 5% per year, such an annual increase in the post-Covid years does not stand out as unusual.
- 23) Lastly, I did not find the opening words of the disputed paragraph, "in the event of . . ." to be of assistance in interpreting the disputed paragraph³.

DECISION

- 24) The grievance is allowed.
- 25) The union's request for a declaration that the employer violated the disputed paragraph is granted.
- 26) The disputed paragraph applies to the 2025 increase in the provincial minimum wage.
- 27) All affected employees are entitled to a retroactive wage increase as a result of the increase to the 2025 provincial minimum wage.
- 28) I will remain seized of this grievance to deal with any matters necessary to finalize it.

May 29, 2026



T. CRLJENICA - SOLE ARBITRATOR

³ After the conclusion of the hearing one of the union's attendees made a comment about the ability of the owner of the employer corporation to pay the 50 cent wage increase. This comment was inappropriate and was not a factor in my decision.