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COLLECTIVE AGREEMENT

BETWEEN:

LEGACY HOTELS CORPORATION
(THE FAIRMONT ROYAL YORK)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE
Union Local 75 of the UNITE HERE Ontario Council
(HEREAFTER REFERRED TO AS THE UNION)

064 89 (08)

TABLE OF CONTENT (2005)

<u>Object</u>	<u>Page</u>
ARTICLE 1 - INTRODUCTION (1999).....	1
ARTICLE 2 - HARASSMENT PREVENTION (1999).....	2
2.1 (2005) WORKPLACE DIGNITY:	2
ARTICLE 3 - DEFINITION (1999).....	3
3.2 PROBATIONARY PERIOD	3
3.3 FULL-TIME EMPLOYEE	3
3.4 PART-TIME EMPLOYEE	3
3.7 CASUAL EMPLOYEE	4
3.8 WORK WEEK.....	4
3.9 LAY-OFF.....	4
ARTICLE 4 - BARGAINING UNIT (1999).....	5
ARTICLE 5 - UNION RECOGNITION (1999).....	6
ARTICLE 6 - MANAGEMENT RIGHTS (1999)	7
6.4 (2005) REASONABLE WORKLOAD:	8
6.5 (2005) PROVISION OF SUPPLIES:.....	8
6.6 (2005) POLICIES, RULES & REGULATIONS:.....	8
ARTICLE 7 - POSITION AND WAGE RATES (1999).....	9
7.4 DIRECT DEPOSIT:	9
7.6 (1999) MIDNIGHT SHIFT PREMIUM:	9
7.7 (1999) SHIFT ROTATION PREMIUM - MAINTENANCE;	10
7.8 (1999) TRAINING PREMIUM:	10
ARTICLE 8 - SENIORITY (1999).....	11
ARTICLE 9 - HOURS OF WORK (1999).....	14
9.1 A DAY'S WORK / A WEEK'S WORK	14
9.2 MINIMUM CALL.....	14
9.3 WEEKLY WORK SCHEDULE.....	14
9.8 REST PERIOD.....	15
9.9 MEAL PERIOD.....	15
9.10 TEMPORARY TRANSFERS	15
9.13 FIRST OFF.....	16
9.14 REST DAY	16
9.17 (2005) REASONABLE OVERTIME:	16

ARTICLE 10 - OVERTIME (1999).....	17
ARTICLE 11 - PROMOTION AND TRANSFER (1999).....	18
11.4 (2005) TRIAL PERIOD.....	18
ARTICLE 12 - LAY-OFF, BUMPING AND RECALL (1999).....	19
12.10 (1999) TRAINING FOR LAID-OFF EMPLOYEE:	21
12.11 (2005) PARTIAL CLOSING OF A FOOD AND BEVERAGE OUTLET:	22
ARTICLE 13 - SUBCONTRACTING AND TECHNOLOGICAL CHANGE (1999).....	23
13.1 (2005) SUBCONTRACTING IN AND OUT:	23
13.2 SUBCONTRACTING:	23
13.3 (2005) TECHNOLOGICAL CHANGE:	24
ARTICLE 14 - RECOGNIZED HOLIDAYS (2005).....	25
14.2 ELIGIBILITY:	25
14.3 PAYMENT:	26
ARTICLE 15 - ANNUAL VACATION (1999)	27
ARTICLE 16 - EMPLOYEE BENEFITS (1999).....	30
16.1 HEALTH AND WELFARE	30
16.12 PENSION PLAN	33
ARTICLE 17 - PERSONAL DAYS (2005).....	34
ARTICLE 18 - BEREAVEMENT LEAVE (1999)	36
ARTICLE 19 - LEAVE OF ABSENCE (1999).....	37
19.1 PERSONAL LEAVE.....	37
19.2 UNION LEAVE	37
19.3 JURY DUTY/ WITNESS	37
ARTICLE 20 - RETIREMENT (1999).....	39
20.1 NORMAL RETIREMENT:	39
20.2 EXTENSION:	39
ARTICLE 21 - GRIEVANCE PROCEDURE (2005).....	40
STEP 1	40
STEP 2	40
ARTICLE 22 - ARBITRATION (1999).....	43
ARTICLE 23 - DISCIPLINE AND DISCHARGE (1999).....	45

ARTICLE 24 - UNION REPRESENTATIVE AND SHOP STEWARDS (1999)	47
24.2 BULLETIN BOARD.....	47
24.3 (2005) SHOP STEWARD & DEPUTY SHOP STEWARD:	47
24.8 NEGOTIATING COMMITTEE:	49
24.9 UNION BUTTONS:.....	49
ARTICLE 25 - UNION DUES (1999)	51
25.12 ISSUANCE OF DUES RECEIPTS.....	53
ARTICLE 26 – EQUAL OPPORTUNITY TRAINING FUND (2005)	54
ARTICLE 27 - HEALTH AND SAFETY (2005).....	55
27.1 CO-OPERATION.....	55
27.2 PRIMARY RESPONSIBILITY:	55
27.3 JOINT COMMITTEE:.....	55
27.4 SELECTION AND COMPOSITION OF THE COMMITTEE	56
27.5 COMMITTEE FUNCTIONS.....	56
27.6 ROLES AND RESPONSIBILITIES OF CO-CHAIRS.....	57
27.7 ROLES AND RESPONSIBILITIES OF JHSC MEMBERS	58
27.8 MEETING PROCESS	59
27.9 UNION TRAINING	59
ARTICLE 28 - REHABILITATION (2005).....	60
ARTICLE 29 - GENERAL (2005).....	61
29.1 WALKOUTS:	61
29.2 DAY CARE:	61
29.3 PRINTING OF THE COLLECTIVE AGREEMENT.....	61
29.4 CULINARY AND MAINTENANCE DEPARTMENTS, TOOLS ALLOWANCE:	61
29.5 CULINARY TRAINING PROGRAM (2002).....	62
29.6 UNIFORMS AND WORK CLOTHES :	62
29.7 MEALS	62
29.8 (1999) SHOE ALLOWANCE	63
29.9 HOUSEKEEPING DEPARTMENT:	63
29.10 IN ROOM DINING:.....	65
29.14 NEW FUND (2002).....	68
ARTICLE 30 LAWS (2005).....	69
ARTICLE 31-STRIKES AND LOCKOUTS (2005).....	70
ARTICLE 32 - DURATION (2005).....	71
SCHEDULE “A”	72

SCHEDULE “B” - BANQUET DEPARTMENT (2005)	77
LETTER OF AGREEMENT # 1 (2005)	86
RE: GRATUITIES ON LARGE GROUPS.....	86
LETTER OF AGREEMENT # 2 (2005)	87
RE: IN ROOM DINING - TELEPHONE OPERATOR.....	87
LETTER OF AGREEMENT # 3 (2005)	88
RE: GUEST SERVICES BOX HANDLING.....	88
LETTER OF AGREEMENT # 4 (2005)	90
RE BANQUETS PORTER BOX HANDLING.....	90
LETTER OF AGREEMENT # 5 (2005)	92
RE: DOOR PERSON SCHEDULING & PARKING SPOTS.....	92
LETTER OF AGREEMENT # 6 (2005)	93
RE: TTC PASS ALLOWANCE.....	93
LETTER OF AGREEMENT # 7 (2005)	94
RE: GRATUITY NOT INCLUDED.....	94
LETTER OF AGREEMENT # 8 (2005)	95
RE: HEALTH AND WELFARE CONTRIBUTION WHILE ON LEAVE OF ABSENCE.....	95
LETTER OF AGREEMENT # 9 (2005)	96
RE: CULTURE FUND.....	96
LETTER OF AGREEMENT # 10 (2005)	97
RE: BENIHANA SCHEDULE.....	97
LETTER OF AGREEMENT # 11 (2005)	99
RE: VALET ATTENDANT.....	99
LETTER OF AGREEMENT # 12 (2005)	100
RE: UNITE HERE ONTARIO COUNCIL UNION EDUCATION FUND.....	100
LETTER OF AGREEMENT # 13 (2005)	101
RE: IN ROOM DINING GRATUITY.....	101
LETTER OF AGREEMENT # 14 (2005)	102
RE: IN ROOM DINING NON-GRATUITY TELEPHONE OPERATOR.....	102
LETTER OF AGREEMENT # 15 (2005)	103

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

RE: BANQUET ASS'T HEAD HOUSEPERSON..... 103

LETTER OF UNDERSTANDING # 1 (2005)..... 104

RE: RETIREMENT ALLOWANCE 104

LETTER OF UNDERSTANDING # 2 2005)..... 105

RE: TAGGED BAGGAGE..... 105

LETTER OF UNDERSTANDING # 3 (2005)..... 106

RE: UNION'S NEGOTIATING COMMITTEE AND OBSERVERS..... 106

LETTER OF INTENT # 1 (2005)..... 107

RE: INCUMBENCY RATE 107

LETTER OF INTENT # 2 (2005)..... 108

RE: HOUSEKEEPING HOUSEPERSON 108

LETTER OF INTENT # 3 (2005)..... 109

RE: DUE BACKS..... 109

LETTER OF INTENT # 4 (2005)..... 110

RE: UNIFORM PURCHASES..... 110

LETTER OF INTENT # 5 (2005)..... 111

RE: HOTEL NON-UNION CLEANING AGENCY 111

LETTER OF INTENT # 6 (2005)..... 112

RE: FAIRMONT HOTELS & RESORTS CORPORATE OFFICE GRATUITY 112

LETTER OF INTENT # 7 (2005)..... 113

RE: HOUSEKEEPING WORKLOAD 113

APPENDIX "A" - EMPLOYEE'S STATUS CHANGE 114

OPTION A:..... 115

ARTICLE 1 - INTRODUCTION (1999)

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Union, the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to maintain satisfactory working conditions as established in this present Agreement, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - HARASSMENT PREVENTION (1999)

2.1 **(2005) WORKPLACE DIGNITY:**

The Union and the Company recognize that all workers in the hospitality industry are professional employees deserving of the highest regard and as such, the parties agree that the continued success and operation of the Company's establishment is dependent upon their mutual respect for one another's work. The Union, the Company, the non-union and union employees will work together to honour the principles of respect and dignity. To that end the Company shall ensure that all its supervisors and/or managers shall conduct themselves accordingly.

2.2 (2002) Both parties signatory to the Collective Agreement agree to adhere to and uphold the "Harassment Prevention policy" set by Fairmont Hotels and Resorts which the Company agrees will be consistent with the Ontario Human Rights Code.

2.3 Both parties shall ensure that all employees occupying a position covered by the scope of this Agreement shall adhere to and be governed by said policy.

2.4 The Company shall ensure that the employees occupying a position not covered by the scope of this Agreement shall adhere to and be governed by said policy.

2.5 Any amendments to said policy shall be supplied to the Union.

2.6 (2002)

(a) An employee will be allowed to have Union representation at the time of filing his/her complaint with the Company, and said complaint must be filed with the Company within a thirty (30) calendar day period from the date where the circumstances giving time to such complaint has occurred.

(b) In the event that the employee accused of harassment is covered by the Collective Agreement, that employee is entitled to be accompanied by a Union representative while participating in an investigation or interview conducted by the employer.

2.7 A complaint that is not settled shall be treated as a grievance if a written statement of such grievance is lodged at step #2 of the grievance procedure within five (5) days after the employee has been notified of the Company's decision.

2.8 (2002) Except when required for the purpose of the grievance and arbitration procedure pursuant to the collective agreement, particulars of the case may not be divulged.

2.9 (2002) The Company shall post a copy of said policy and any amendments thereafter.

ARTICLE 3 - DEFINITION (1999)

3.1 (1996) An employee means a person employed by the Company under the terms and conditions provided in this Agreement.

3.2 **PROBATIONARY PERIOD**

(1996) An employee shall serve a probationary period of fifty (50) days of compensated service. If retained in the service after completion of the probationary period, a person will then rank in seniority as an employee from the commencement of his/her probationary period. During the probationary period, a person's service may be terminated at the sole discretion of the Company.

3.3 **FULL-TIME EMPLOYEE**

(1999) "Full-time employee" means an employee working in a position covered under Schedule "A" of this Agreement or working in either the classification of Banquet Assistant Head Houseperson or Banquet Houseperson, who has been awarded a full-time position and who is normally scheduled to work a minimum of twenty-four (24) regular hours per week. (See #1 of the 1999 Memorandum of Settlement)

3.4 **PART-TIME EMPLOYEE**

(1999) "Part-time employee" means an employee working in a position covered under Schedule "A" of this Agreement or working in either the classification of Banquet Assistant Head Houseperson or Banquet Houseperson and who is normally scheduled to work less than twenty (24) regular hours per week.

3.5 (1999) For the purpose of greater clarity, an employee shall only move from part time to full time status where:

- a) he/she has been the successful applicant for a full-time position; or
- b) A part-time employee occupying a position covered by the bargaining unit may, not more than twice in any calendar year, request in writing to have his/her employee status verified. After verification, should said employee have averaged twenty-four (24) hours or more a week over a twenty-six (26) consecutive week period within the same classification within the same department he/she shall only then be classified as a full-time employee and will only then be eligible for all full-time benefits.

c) In the application of b) an employee must indicate his/her acceptance or refusal by signing the appropriate letter of option (Appendix "A"), provided by the Human Resources office. Should an employee accept the change in his/her status, he/she shall start to accumulate full-time seniority from the date of signing said letter.

3.6 (2002) Articles 14 and 17 shall not apply to part-time employees. Insofar as "Recognized Holidays" are concerned, part-time employees shall only be eligible for those benefits in accordance with the Employment Standards Act of Ontario.

3.7 **CASUAL EMPLOYEE**

(1999) "Casual employee" means a person working in the Banquets Department on an irregular basis and/or for occasional periods, but not so employed for the purpose of depriving full-time employees or part-time employees of regular hours when such employees in the affected classifications are available to work such regular hours.

3.8 **WORKWEEK**

(1999) "Workweek" shall be defined as starting at 0:01 hr on Friday and ending at 24:00 hr on the following Thursday.

3.9 **LAY-OFF**

(1999) "Lay-off" means an interruption of work for a period of seven (7) consecutive days or more after which an employee is entitled to receive his/her R.O.E. upon request.

10

ARTICLE 4 - BARGAINING UNIT (1999)

4.1 (2002) The terms of this Agreement apply to all employees as defined in Article 3 of this Agreement employed in positions listed in Schedule "A" of this Agreement; or as amended thereafter.

(1996) The terms contained in Schedule "B" shall form part of this Agreement and shall apply to Banquet employees occupying a position stated in said Schedule "B" or as amended thereafter.

4.2 (2002) The Union and the Company agree that employees. Excluding supervisory personnel in the Culinary Department, not covered by the scope of the Agreement will not performed duties which are currently done by employees covered by the scope of the bargaining unit, except in an emergency and on an occasional and necessary basis for the purpose of meeting the demands of the service. For clarification, under no circumstances would the herein stated provision have the purpose or effect of eliminating any scheduled position.

4.3 Effective with the date of ratification of the "Memorandum of Settlement" signed on July 18th, 1996, the Company shall ensure that new classifications similar in kind or class not listed but forming part of a Department or a Food & Beverage Outlet under Schedule "A" Department, Classifications and Rates of pay or Items 0.15 of the Schedule "B", and are below the supervisory level, shall form part of the Bargaining Unit. The Company shall set a rate of pay for the new classification and notify the Union within seven (7) working days of the commencement of the classification. The Union may, within thirty (30) calendar days following notification, file a grievance starting at Step #3 of the Grievance Procedure, contesting the rate.

4.4 Any deletion of Department(s), Outlet(s) or Classification(s) as agreed to be the parties in collective bargaining is for administrative purposes only, and that the bargaining unit includes all replacement Department(s), Outlet(s) or Classification(s) providing similar work. The same would apply to re-opening of Department(s), Outlet(s) or Classification(s) providing similar work.

Furthermore, should the Company open an Outlet, which they own and manage, and has similar type of classification(s) and said Outlet provide similar service, said new Outlet shall be part of the scope of this Collective Agreement and be inserted into the Schedule "A" with corresponding base rate of pay.

ARTICLE 5 - UNION RECOGNITION (1999)

- 5.1 (1996) The Company acknowledges that the Union is the exclusive bargaining agent and representative of all employees of the Company as provided in the certificate issued by the Ontario Labour Relations Board and/or as amended as per Schedule "A" and/or Schedule "B" of this Agreement,

ARTICLE 6 - MANAGEMENT RIGHTS (1999)

- 6.1 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage the Company and to direct the work forces. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- a) instruct and direct employees in their duties and responsibilities;
 - b) control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Company;
 - c) formulate policies, rules and regulations;
 - d) maintain order and discipline, to hire, promote, transfer, demote, classify, lay off, recall, retire, suspend or discharge or otherwise discipline employees for just cause;
 - (e) determine the hours of work, work assignments and methods of doing work;
 - (f) determine where, in what manner, at what time and under what conditions employees in the bargaining unit perform their duties;
 - (g) limit, suspend, or cease operations, sub-contract or make necessary arrangements due to a change in the Company policies.

The Company agrees to exercise its Management Rights in a manner compatible with this Agreement.

- 6.2 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim by an employee or employees that the Company has so exercised these rights shall be proper subject matter for a grievance.

6.3 (2002& 2005) Should the Company intend to modify existing task (s) as of the date of signing of the new Collective Agreement it will advise the Union at least fourteen (14) calendar days prior to implementing said modification in order to meet with the Union to explain those modifications.

6.4 **(2005) REASONABLE WORKLOAD:**

If the Company makes changes which result in a significant increase in the workload of employees in any classification during the term of this agreement, the Company will advise the Union of the changes and will discuss the workload increase and whether a modification in workload, compensation or other accommodation or recognition is appropriate. The Union shall not be restricted from claiming that the cumulative effect of the changes in job duties has resulted in an unreasonable workload that warrants accommodation under this section. **If** the Union believes the workload is unreasonable, it may avail itself of the provisions of Articles 21 & 22; in this eventuality the Union shall have the burden of proof.

6.5 **(2005) PROVISION OF SUPPLIES:**

The Company will make a good faith effort to provide employees with necessary supplies and equipment for the performance of their duties.

6.6 **(2005) POLICIES, RULES & REGULATIONS:**

Effective with the date of ratification (November 16th, 2005), the Company's new or revised old policies, rules and regulations, shall be reasonable.

ARTICLE 7 - POSITION AND WAGE RATES (1999)

- 7.1 Classifications and wage rates are attached to and form part of this Agreement as Schedule "A".
- 7.2 (1996) Wage rates shown in Schedule "A" of this Agreement are considered minimum wage rates and do not prohibit the Company from granting merit wage increases to more proficient employees. Such merit wage rates shall not be considered part of the Collective Agreement and shall not become the basis for any subsequent general wage increase which may be agreed upon between the parties. An employee on a merit rate shall keep such merit rate only for as long as what brought about the merit is still relevant. The Union shall be notified of any merit wage rates.
- 7.3 (2005) The parties agree to a starting rate. New employees will receive eighty percent (**80%**) of the contract rate in effect at the time of hiring for the first six months of compensated service.
- 7.4 **DIRECT DEPOSIT:**
- (2005) Employees hired after July 17th, 2005 will be placed on the direct deposit system automatically. Furthermore, an employee who is presently not on the direct deposit system and who voluntarily decides to change to the direct deposit system shall not be entitled to return to the previous system.
- 7.5 (2002) Nothing in the signing of this Agreement shall lower any present wage rate which may be in excess of, or more advantageous than the contract provisions unless otherwise provided herein or in the event that the provision of article 7.2 is invoked.
- 7.6 **(1999) MIDNIGHT SHIFT PREMIUM:**
- (2002) Excluding employees working in the Maintenance Department, an employee for whom the majority of regular hours of work fall between 23:00 hr and 7:00 hr the next day, is entitled to receive a Midnight Shift Premium in the amount of fifty (\$0.50) cents per hour for each hour worked on the midnight shift.
- (2002) For those employees occupying classifications under the Stewarding Department, from whom the majority of hours of work fall between 22:00 hr and 06:00 hr the next day, will be entitled to receive a midnight shift premium in the amount of fifty (\$0.50) cents per hour for each hour worked.

7.7 **(1999) SHIFT ROTATION PREMIUM - MAINTENANCE:**

(2002) Those employees occupying a position as Maintenance Person in the Maintenance Department working on the rotation system presently in place shall receive a premium of \$0.75 per hour when worked. During the life of this Agreement, the established practice of scheduling on a rotation basis shall be maintained.

7.8 **(1999) TRAINING PREMIUM:**

(2002) A certified (by the Company) employee required by the Company to act as a trainer will receive a premium of seventy-five (\$0.75) cents in addition to his/her hourly rate of pay for all hours assigned to training other employee(s). It is agreed that should the Company require an uncertified employee to act as a trainer, said employee shall be entitled to the herein stated premium.

7.9 (2002) Should the provisions of clause 7.8 be invoked by the Company, it shall ensure that the workload for the employee assigned to training will be reasonably adjusted to take into account additional responsibilities of training.

7.10 **(2005) IN LIEU OF LOST GRATUITY**

Effective with the signing of the collective agreement, in the application of the provisions of Articles 21 – Grievance Procedure, & 22 – Arbitration, article 24.5 - Shop Steward training and Article 27 – Health and Safety and for time spent at any committee meeting where it is indicated that it shall be without loss of regular wages, a gratuity earner shall be compensated at the rate equivalent to the base rate of the collective agreement for a non-gratuity earner, in lieu of lost gratuities.

ARTICLE 8 - SENIORITY (1999)

- 8.1
- a) (2002) Separate seniority lists will be established for “Full-time employees” and “Part-time employees”. Said lists shall be based upon the date on which employees commenced work for the Company and shall be established for each classification within each department or food and beverage outlet. Said seniority lists shall be posted by the Company in each department or food and beverage outlet by March 15th and September 15th of each year. The list will show name, classification, date from which each employee classification seniority within a department is accumulated and date of hiring. The Company shall provide the Union a copy of said list. A full-time employee will have a period of fourteen (14) working days and a part-time employee will have a period of twenty-one (21) calendar days to dispute the newly posted seniority list.
 - b) (1996) When by reason of physical infirmity or other disability, an employee becomes unfit to discharge the duties of his/her occupation, he/she may be removed from the seniority list of such occupational classifications and placed into another occupational classification for which he/she has the skill, ability and is capable of filling the classification requirements.
 - c) (2002) No change shall be made on the official and final seniority lists posted in March 2002 and every year thereafter. Errors made to the seniority lists during its compilation may be corrected by the Director Human Resources, if an employee disputes in writing his/her seniority within a fourteen (14) working day period following the posting of the seniority list and the Union will be notified. If no error is reported after said period, the seniority lists shall become permanent.
 - d) (2002) An employee whose status is changed from full-time to part-time shall receive credit for his accumulated classification seniority. Said employee shall be inserted into the part-time employees list using his/her accumulated classification seniority.
- 8.2 (1993) Within each classification within each department, seniority will be the governing factor in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability, and efficiency are equal.

House seniority applies to benefits. Classification seniority applies to entitlements such as who gets choice of available days off, vacation, and available shift preference. Also it will apply to lay offs.

(1999) For the purpose of greater clarity “available days off” and “available shift preference” shall mean days off and/or shift which have not been assigned to an employee and becomes open for any employee to exercise his/her seniority.

(2005) Notwithstanding, this shall not apply to a shift made vacant by sickness or other unforeseen absence, because said shift was previously “assigned”.

- 8.3 (2005) Should an employee choose to or is returned to the position he/she held prior to the application of article 11.4, his/her seniority rights would only be retained for a period of fifty (50) working days from the date of transfer or promotion.
- 8.4 (1993) Where it is necessary to reduce the work force in a department or food and beverage outlet, classification seniority will be the guiding factor.
- 8.5 (1993) When recalling employees to work after a lay off, they shall be recalled in inverse order to that in which they were laid off.
- 8.6 (1993) It is agreed that a no fault position will exist if the terms of lay off, and its subsequent effects as described in the above paragraphs should vary due to the peculiarities of the hotel industry, Should this provision be applied it is understood that each department or food and beverage outlet will stand on its own as a department.
- 8.7 (1993) Part-time employees have seniority only within the part-time group. Part-time employees are subordinate to full-time employees.
- 8.8 (1993) The Company agrees to provide the Union with an entry into service list by department, name, position and classification.
- 8.9 (1993) An employee shall lose all seniority and status as an employee if he/she:
- a) voluntarily resigns;
 - b) is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
 - c) fails to return to work after the expiration of an authorized leave of absence without a reason satisfactory to the Company, and said reason shall be given prior to the expiration of said leave of absence.
 - d) retires;
 - e) uses an authorized leave of absence for a purpose other than that for which it was granted.

- 8.10 (1999) In the eventuality that the Company finds it necessary to reduce the number of captain or captain/servers in any Food and Beverage Outlets or future created position in the Banquet Department, said employees who are occupying the position of captain or captain/server shall be inserted into the server listing of the proper Food and Beverage Outlet or Banquet Department, using their entry into the Outlet or Department as seniority date.

Conversely, should the Company determine that it is necessary to increase the number of captains or captain/servers in any Food and Beverage Outlet or Banquet Department, the entry into the Outlet or Department date shall be used as the seniority date.

- 8.11 (1 993) When an employee is transferred to another department or food and beverage outlet, he/she shall retain house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, he/she must start accumulating seniority in that new department or food and beverage outlet. When the transfers are for less than the probationary period **and** the employee is returned to the original department within that period of time, the seniority for that employee will continue to accumulate in the original department during the employee's absence.

ARTICLE 9 - HOURS OF WORK (1999)

9.1 **A DAY'S WORK / A WEEK'S WORK**

(1993) Except as otherwise provided, eight (8) consecutive hours excluding meal period shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours in the Article shall not be construed as a guarantee of such hours.

9.2 **MINIMUM CALL**

a) (1993) The Company may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are given what full shifts are available first on a given day, and are available to work. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours. Should a full-time employee, working short schedules, elect to work other shifts that may come available, within his/her own department, due to unexpected business, then the parties agree that the Company will not be required to make any overtime payments to accommodate his/her requested changes in days off or shift changes.

b) (1999) A full-time and part-time employee who reports for work on one of his/her regularly assigned work days without being informed not to do so shall be allowed to complete his/her regular assignment, unless he/she requests to leave early on his/her own accord.

9.3 **WEEKLY WORK SCHEDULE**

(2002) Departmental weekly work schedules will be prepared and shall be posted at the latest on Wednesday at three (3) pm for the work week starting on Friday. The schedule may be modified on twenty-four (24) hours prior notice for employees covered under Schedule "A". Banquet employees shall be governed by the provision of 0.14 of Schedule "B".

9.4 The working period shall commence at the time an employee is required to report, and does so report, at his/her work station, properly prepared to begin work.

9.5 Employees must punch/sign in and out when arriving at and departing from their work station.

9.6 Each employee shall punch/sign only his/her own time card.

9.7 If an employee punches/signs out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card, beyond the regular quitting time, is the employee's personal time.

9.8 **REST PERIOD**

(1993) Employees will be entitled to one (1) fifteen (15) minute rest period only in the course of each four (4) hours of compensated service, and such rest period shall be taken subject to obtaining permission from the Head of Department or his/her Supervisor, with due regard given to the service demands.

9.9 **MEAL PERIOD**

Employees on shifts of five (5) hours or more duration shall have an unpaid meal period of thirty (30) minutes. Such meal period shall be taken upon authorization of the Head of Department or his/her Supervisor, with due regard given to the service demands.

9.10 **TEMPORARY TRANSFERS**

(1996) Temporary Transfers - In the event an employee is assigned to a job other than that to which he/she is permanently assigned for a minimum of one (1) hour or more, he/she shall receive his/her own rate of pay or the rate of the Classification to which he/she is assigned, whichever is higher for all hours worked in the assigned position. It is agreed that the provisions contained herein shall not apply when articles 28.2, 28.3, 28.4 and 28.5 of Rehabilitation are invoked.

9.11 An employee cannot be transferred or assigned to a classification outside of his/her department or food and beverage outlet unless by mutual agreement. Such mutual agreement shall be between the employee and the supervisor and in writing.

(1996) The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of the Company or when articles 28.2, 28.3, 28.4 and 28.5 of Rehabilitation are invoked.

9.12 (2002) No employee will be transferred to perform the duties of a different classification unless all employees in that classification have been given the opportunity to work. The parties agree that exceptions include breaks, meal periods, emergency situations and overtime as assigned in accordance with article 10.5.

9.13 **FIRST OFF**

(1999) In cases where more than one employee is requesting to leave early, such requests for first off shall be considered in seniority order.

9.14 **REST DAY**

(1996) In the establishment of the regular work week schedule, the Company shall ensure that full-time employees are assigned by seniority two (2) rest days off for said work week, which as far as practicable shall be consecutive. The provision of this clause shall not apply to employees of the Banquet Department, except Banquet Housepersons.

9.15 (1999) In the event that one (1) of an employee's rest days falls on the Holidays specified in article 14.1, he/she shall be governed by article 14.3 (b) as if he/she had been required to work on such rest days.

9.16 (1999) Except in the case of an emergency or when agreed to between the employee and his/her supervisor, the Company shall ensure that there is nine (9) hours free from work between the end of a regular daily shift and the start of the next daily regular shift.

9.17 **(2005) REASONABLE OVERTIME:**

The parties recognize that rest days and a reasonable workload are important to employees, and to that end the Company shall offer overtime work performed on the sixth (6th) and seventh (7th) day in such a way that all employees within a classification shall be offered, by seniority, work on the sixth (6th) day before any employee is offered, by seniority, work on the seventh (7th) day. It is understood that all the provisions of Articles 10 – Overtime shall be applied in the application of this article.

ARTICLE 10 - OVERTIME (1999)

- 10.1 (1993) Except as otherwise provided, time worked on proper authority on any day in excess of eight (8) hours shall be considered overtime and paid for on the actual minute basis at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay.

The above provision shall not apply when a server shall complete service on a guest notwithstanding the fact that the employee has reached his/her quitting time, and such additional time shall be paid at the employee's regular rate for the first half (1/2) hour and time and one half (1 1/2) his/her regular rate for all time after the first half (1/2) hour.

- 10.2 Should an employee be requested to work on any of his/her regular assigned rest days, the employee shall be paid at the rate of time and one-half his/her hourly rate of pay with a minimum of four (4) hours at time and one-half.
- 10.3 (1996) Whenever overtime is anticipated by the scheduling Department Head or supervisor, it is understood that qualified senior employees of the department shall be given first consideration, provided they are willing and available to perform overtime during the next scheduling period.
- 10.4 (1993) Any work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid for at the rate of time and one half (1 1/2) of his/her regular hourly rate of pay.

It is agreed by the parties that if an employee requests a change in his/her scheduled days off (as provided for under Seniority Clauses), or requests to work on his/her scheduled day off to make up a shortage of hours which results in work being performed on a sixth (6th) or seventh (7th) consecutive day, the Company shall not be required to pay overtime rates to honour this request.

- 10.5 (1996) When conditions necessitate authorized overtime work, within each classification within each department, it will be performed by qualified employees on the property with preference being given to senior qualified employees who may decline overtime work, provided a less senior qualified employee is on the property and available to perform such work.

ARTICLE 11 - PROMOTION AND TRANSFER (1999)

11.1 **POSTING**

(2005) Should a position become available and a replacement is required, the Company will post for seven (7) calendar days on the bulletin board, within the immediate work area of the vacancy and outside the Human Resources office, the availability of the position.

11.2 **APPLICANTS**

(2005) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department or Food & Beverage Outlet of the vacancy, applications from employees in other Departments or Food & Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration. Before considering outside applicants, current employees on probation or on a trial period shall be given due consideration.

For applicants within the Department or Food & Beverage Outlet, where all other factors including skill, ability, and efficiency are equal, classification seniority within the department shall be the determining factor.

For applicants outside the Department or Food & Beverage Outlet, where all other factors including skill, ability, and efficiency are equal, house seniority shall be the determining factor.

11.3 **EQUAL OPPORTUNITY**

(2005) The Company and the Union will work together to strive to reach the “Employment Equity” goals of the hotel and ensure that equal opportunity for training is extended to all employees.

11.4 **(2005) TRIAL PERIOD**

(1993) Qualified employees transferred or promoted to a new position shall have a period of up to fifty (50) working days to demonstrate their qualifications. During the above mentioned period the employee may, after having advised the Director, Human Resources, return to their original position or if he/she has not successfully demonstrated his/her qualifications may be returned to his/her original position by the Company.

ARTICLE 12 - LAY-OFF, BUMPING AND RECALL (1999)

- 12.1 The Company recognizes seniority rights. Employees shall be laid off only in inverse order of seniority and shall be rehired in order of seniority provided that the Company is not thereby prevented from maintaining a work force of employees who are qualified and willing to do the work which is available.
- 12.2 (1993) In the case of a lay-off in any one department or food and beverage outlet for a period that exceeds two normal work weeks, the employee with the most seniority shall have the right only to bump an employee with lesser seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, provided they are willing to do the job and have the skill, ability and efficiency to do the job of the employee they are bumping. Where an employee is bumping from a higher rated classification to a lower one, the lower shall apply.
- (2002) In the application of the herein provisions, the employee who is displacing shall advise the Company in writing with a minimum of twenty-four (24) hours in advance.
- 12.3 Following a mutual agreement between the Director, Human Resources, the Union and the employees, in the eventuality that a condition precipitates a permanent lay-off due to the closure of a Department or a section of a Department, the Company will make every effort to place the displaced employees in various areas of the Hotel where work is available and for which the employee(s) is qualified.
- 12.4 (1999) Employees who are laid off will be retained on the seniority list for a period of forty (40) weeks, after which they will be struck from the list. In cases of laid off employees who are directly affected by a renovation, said employees may be retained on the list for a longer period with the written consent of the parties to this Agreement which shall not be unreasonably withheld.
- 12.5 (1993) It shall be the duty of the employee or laid off person to notify the Company's Human Resources department promptly, in writing, of any change in his/her address or telephone number; if any employee or laid off person fails to do this, the Company shall not be responsible for the failure of notice to reach him/her and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was sent.
- 12.6 (1993) Unless an employee signifies his/her intention to return to work within five (5) days after being recalled, his/her name shall be passed over and unless within ten (10) days after being recalled he/she reports to work, or gives a legitimate reason for being unable to do so, he/she shall be struck off the seniority list.

- 12.7 **(1999)** Should the Company permanently close a food and beverage outlet, the affected employee may exercise his/her seniority rights and displace another employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser seniority providing the employee has the skill, ability and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability and efficiency to do the job are equal then classification seniority will be the governing factor and the employee shall retain their house seniority, while being required to accumulate their department seniority in this new occupation.

Should the Company permanently close a department, the Company will undertake to place the affected employee into another department or food and beverage outlet, if a position is available and the employee has the skill and the ability to do the work involved. Where skill and ability are equal then seniority will be the governing factor and the employee shall retain their house seniority, while being required to accumulate their departmental seniority in their new occupation.

- 12.8 **(1999)** Should no suitable position be available then the affected employee shall have the following options:
- a) The employee may elect to stay on the seniority list for a period equivalent to the length of their continuous service with The Fairmont Royal York but shall not exceed forty (40) weeks and subject to recall for suitable employment as noted above; or
 - b) The effected employee may elect to accept severance pay in accordance with the Employment Standards Act for the Province of Ontario and be removed from the seniority list.

Either of the above two (2) options must be selected by the employee within a fourteen (14) day period from the closure date in writing or by application to the Human Resources department.

Failure on the part of the employee to select either a) or b), it will be assumed by the parties to this Agreement, that the Company has the right to apply paragraph b) and there will be no recourse from this selection. In addition, the Company will pay the employee the monies provided for under the Employment Standards Act for the Province of Ontario in accordance with the “in lieu of notice provision”.

- 12.9 (1996) Notwithstanding the provisions of article 12.1, a duly elected or appointed Shop Steward who has at least two (2) years seniority shall not be sent home or laid off because of lack of work so long as he/she is capable and has the skill and ability to perform any work available in his/her own department or his/her own Food and Beverage outlet, or except when all the employees in the department or the Food and Beverage outlet have been laid off.

In the event this provision is applied, it is understood the Company will have the right to lay off the remaining employees in accordance with their seniority in the department or Food and Beverage outlet. It is further agreed that at no time will Union Shop Steward seniority supersede that of their immediate supervisor.

12.10 **(1999) TRAINING FOR LAID-OFF EMPLOYEE:**

- a) (2002) If there is a full-time vacancy and there are no other senior qualified applicants for the position, any full-time employee on one occasion only, who has received a permanent lay-off notice or who is on actual permanent lay-off and still subject to recall, if he/she is interested, may apply for said position. Provided that said employee possesses the skill, ability and the basic qualifications to learn, the Company shall on written request by an employee provide an in-house training seminar of up to ten (10) days at the regular hourly rate of the vacant position, while in training.
- b) Upon completion of said training seminar, the employee shall demonstrate his/her qualifications on the job to the satisfaction of the Department Manager in a trial period of up to forty (40) working days.
- c) After having been informed of the opportunity to avail himself/herself of the provision stated in a) herein, an employee shall submit his/her request in writing to the Director Human Resources.

Should the employee either fail to learn and/or fail to demonstrate his/her qualifications within the herein stated period, the employee will be returned to lay-off status forthwith.

12.11 **(2005) PARTIAL CLOSING OF A FOOD AND BEVERAGE OUTLET:**

- (a) With the exception of emergency situations or of unforeseen circumstances, in the event that the Company intends to close a food and beverage outlet for all or some of the days in the week, or to reduce the regular operating hours for a food and beverage outlet, for a period of four (4) weeks or more, the Company will provide when known, but in any event not less than fourteen (14) days in advance, notice in writing to the Union and affected employees.
- (b) The Company and the Union shall meet to first discuss alternatives to closing or reducing hours with a view towards minimizing the adverse affects on employees. Failing which, both parties shall review pertinent information and consider reasonable alternatives which may be in keeping with budget and/or time constraints, if any.
- (c) Under any circumstance of a closure of one (1) or more day(s), an employee is entitled to use his/her unused personal day(s).

ARTICLE 13 - SUBCONTRACTING AND TECHNOLOGICAL CHANGE (1999)

13.1 **(2005) SUBCONTRACTING IN AND OUT:**

No employee employed on the date of the signing of this Collective Agreement shall be laid off or have regular hours reduced during the term of this Agreement, as a direct result of the Company contracting in/out any work currently performed by present unionized employees.

The foregoing limitations shall not apply to any work that is presently contracted in/out, nor shall it apply to work contracted in/out because of a renovation program.

13.2 **SUBCONTRACTING:**

In the event that the Company determines that it is necessary to subcontract (understood to be contracting out on a permanent basis) work presently in the bargaining unit, which affects an employee or permanently close a department, the following will occur:

- a) The Union and the employees affected will be provided with a minimum of ninety (90) days notice in writing of such a change.
- b) The Company will, at the request of the Union, meet prior to the implementation of the change to determine ways of limiting the adverse affects on affected employees, if any, to review pertinent information and to consider reasonable alternatives which may be in keeping with budget and/or time constraints, if any.
- c) Without limiting the outcome of b), an employee who is displaced as a result of change referred to above will first be offered available alternate employment within the bargaining unit if a position is available and the employee has the skill and ability to do the work required. Where skill and ability are equal between affected employees, then seniority shall be the governing factor. The employee shall retain his/her house seniority while being required to accumulate departmental seniority in his/her new position.

- d) Should no suitable position be available then the affected employee shall have the following options:
- i) elect to exercise bumping rights in accordance with the provisions of this Agreement; or
 - ii) apply for an available vacant position for which he/she may be trained in-house within a reasonable time period; or
 - iii) (2002) remain on the seniority list for a period of twenty-six (26) weeks and be subject to recall for any employment for which he/she is qualified. Employees who are not recalled shall receive severance in accordance with the Employment Standards Act of Ontario; or
 - iv) (2002) elect to accept severance pay which shall be based upon one (1) week's pay for each twelve (12) months, completed service to a maximum of twenty-six (26) weeks, inclusive of any entitlement under the Employment Standards Act of Ontario and be removed from the seniority list.

One of the above must be selected by the affected employee no later than ten (10) calendar days prior to change.

13.3 **(2005) TECHNOLOGICAL CHANGE:**

- a) Technological change shall be defined as the introduction by the Company of equipment or materials of a different nature on hand than previously used by the Company, or a change in the manner, method or procedure in which the Company carries on its business that is related to the introduction of that equipment or material, and as a result of which one (1) or more full-time bargaining unit employees will risk loss of employment.
- b) (1999) Under such circumstances the Company will provide sixty (60) calendar days notice to the Union of such change.
- c) (1999) Any full-time employee who is terminated as a direct result of such technological change shall be eligible for reasonable retraining for a period of up to thirty (30) calendar days to equip said employee to operate the new equipment, provided the employee has the required aptitude to learn to operate the new equipment. If such retraining is practical, it will be provided for in-house by the Company without cost to the employee.

ARTICLE 14 - RECOGNIZED HOLIDAYS (2005)

14.1 The parties recognize the following as holidays. To the extent practicable an employee shall not be required to work on the holidays:

New Years Day*	Civic Holiday
January 2 nd	Labour Day*
Good Friday*	Thanksgiving Day*
Easter Monday	Christmas Day*
Victoria Day*	Boxing Day*
Canada Day*	Remembrance Day

*Designated Holidays

14.2 **ELIGIBILITY:**

In order to be eligible for any one of the holidays specified in article 14.1 or a lieu day:

- (a) An employee must render compensated service in the immediate thirty days preceding the holiday and the scheduled work day following the holiday.
- (b) An employee absent on account of vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application.
- (c) An employee on a properly authorized leave of absence in accordance with Article 19 and who works on his/her scheduled work day immediately preceding or following a holiday but not both, and who renders compensated service on the other scheduled work day, either immediately preceding or following the holiday, shall be considered eligible for pay for the holiday.
- (d) Should an employee render compensated service in the immediate thirty days preceding a holiday and be prevented by a non work related accident (i.e. one not entitling him/her to WSIB payments) from working on the scheduled work day immediately following the holiday, he/she shall be considered eligible for the holiday pay.
- (e) **Work** performed on an assignment commencing at any time from 0:01 hr to 24:00 hr on the holidays specified above shall be considered as work performed on a holiday.
- (f) Employees required to work but who absent themselves from employment on the above days shall be considered absent without leave, and not eligible for holiday pay.
- (g) In order to accommodate a justifiable high holy day in accordance with personal religious beliefs, and without causing undue interference to the operation, a non Christian employee who is eligible as per the provisions stated in this article 14.2 may apply to receive a regular paid day off in lieu of the paid holiday.

14.3 **PAYMENT:**

- (a) An employee, who is eligible as per the provisions of article 14.2, required to work on one of the eight (8) provincial holidays (designated with an asterisk) shall receive one and one half (1 ½) times his/her regular rate of pay for work performed, and shall be granted in lieu thereof one day off work (herein referred to as “Lieu Day”) without deduction in pay within 30 days before or 90 days after the holiday.
- (b) An employee, who is eligible as per the provisions of article 14.2, required to work on one of the four (4) Collective Agreement holidays, (January 2nd, Easter Monday, Civic Holiday, Remembrance Day) shall receive his/her regular wages for the day and be granted in lieu thereof one day off work without deduction in pay.
- (c) An employee shall request his/her lieu day with at least one weeks advance notice or a shorter period if mutually agreed. In the event the Department is unable to accommodate the request within the specified period, the employee will be paid eight (8) hours pay in lieu of work on the following pay period .
- (d) (2002) In order to be entitled to payment for the “Lieu Day” the employee must work his/her last scheduled shift immediately preceding the granted lieu day and/or work the first scheduled shift immediately following the granted lieu day. An employee may be absent from work on one (1) but not both with a justifiable reason. However, by agreement in individual cases between the Company and the employee such days may be allowed in lieu of time lost on account of illness.
- (e) Lieu pay shall be calculated based upon the number of hours the employee would otherwise have worked had there been no holiday at his/her regular straight time hourly rate of pay.
- (f) A “Lieu day” is defined as compensated time off for either: (a) having worked on any of the aforementioned holidays; or (b) having one of the aforementioned holidays fall on an employee’s scheduled day off. A “Lieu Day” can be either taken as compensated time off, or as extra pay, at the employee’s discretion in accordance with the provisions of this article. However, an employee must receive either the compensated time off or extra pay, no later than ninety (90) days after the holiday.

14.4 It is understood that if a new Statutory Holiday is proclaimed by the Provincial Government it shall be recognized by the Company and be included in the list of Statutory Holidays mentioned in this Article.

ARTICLE 15 - ANNUAL VACATION (1999)

- 15.1 An employee shall receive an annual vacation in accordance with the length of his/her continued service with the Company.
- 15.2 An employee with less than one (1) year of service, who leaves the employ of the Company, shall receive vacation and vacation pay in accordance with the Employment Standards Act.
- 15.3 An employee with years of service as at the beginning of the calendar year, shall be entitled to vacation in accordance with the following schedule:
- One (1) year of service but less than five (5) years of service will be allowed two (2) weeks vacation for which the employee will receive 4% of the previous calendar year earnings.
 - Five (5) years of service will be allowed three (3) weeks vacation for which the employee will receive 6% of the previous calendar year earnings.
 - (2002) Eleven (11) years of service will be allowed four (4) weeks vacation for which the employee will receive 8% of the previous calendar year earnings.
 - (1999) Twenty (20) years of service will be allowed five (5) weeks vacation for which the employee will receive 10% of the previous calendar year earnings.
 - Twenty-seven (27) years of service will be allowed six (6) weeks vacation for which the employee will receive 12% of the previous calendar year earnings.
- 15.4 (1996) For the purpose of this Article, "Calendar Year Earnings" shall mean regular hours and overtime earned and paid in the preceding calendar year.
- 15.5 (1993) An employee retired, deceased, or whose services are dispensed with due to disability, or resigning after due notice at a time when an unused period of vacation with pay stands to his/her credit on the date of his/her leaving the service, shall be paid in lieu thereof said credit, calculated as provided for in articles 15.2, 15.3 and 15.4.

- 15.6 An employee who leaves the service of his/her own accord, or is dismissed for cause and not reinstated in his/her former standing within one (1) year of date of such dismissal, will if subsequently returned to the service be required to again qualify for vacation with pay on the basis of his/her service from date of his/her re-employment.
- 15.7 (1999) In keeping with the provisions contained in article 15.8, all full-time employees with the greatest length of continuous service shall be given first choice of vacation dates, provided that the employer shall be entitled to maintain a qualified and adequate work force.
- 15.8 (2002) The Company will arrange for a vacation schedule to be posted by department by January 1st of each year and employees must submit their request for vacation by March 31st of the same year for vacation to be taken in the current calendar year. The vacation dates of the employees who fail to submit their request by March 31st will be determined on a first-come first-served basis only on available dates as determined by the Company.
- (1999) Provided a full-time employee has submitted his/her vacation request between January 1st and January 31st of the same year and that the Company is able to maintain a qualified and adequate work force, full-time employees with the greatest length of continuous service shall be given first choice of vacation for the quarter ending March 31st.
- (2002) Furthermore, an employee may carry over fifty (50%) percent of his/her earned vacation into the first quarter of the following year.
- 15.9 (1999) The vacation schedule in its final form will be posted by department no later than April 15th of each year.
- 15.10 (1996) When mutually agreed to between an employee and his/her supervisor, an employee will return to work prior to the expiration of his/her vacation period. Mutual agreement between the supervisor and the employee shall be made to allow such an employee the balance of his/her vacation at the earliest possible date.
- 15.11 Insofar as it is practicable to do so, vacations shall be allowed during the summer months when desired by the employee.
- 15.12 Vacation pay reconciliation of payment earned and received will be made at the termination of the employee.

- 15.13 (2002) An employee shall receive his/her vacation pay before departure for vacation, provided that the employees written request is received by the Payroll Office at least two (2) pay periods prior to his/her leaving for vacation. It is agreed that on said vacation pay all deductions will be made in accordance with the pay period corresponding to the vacation period. Vacation pay will be made on a separate cheque.
- 15.14 (1999) Part time employees will receive the same percentages for vacation pay as the full time employees and will likewise receive the equivalent time off **from** the workplace.
- 15.15 (2005)
- (a) If known, the Company agrees to provide employees notice of any potential closure or major reduction of hours at the time that vacations are being scheduled in accordance with the collective agreement.
 - (b) Subsequent to the approved vacation being posted, should the Company foresee a potential closing or major reduction of hours, for a period of one (1) month or more, of a Department or a Food & Beverage Outlet, the Employer will provide one (1) month written notice and reasonably co-operate with employees' revision to their vacation scheduled.
 - (c) In a situation beyond the Employer's control the one (1) month notice shall not apply and the Employer shall endeavor to provide notice as soon as it is known.

ARTICLE 16 - EMPLOYEE BENEFITS (1999)

16.1 **HEALTH AND WELFARE**

(2005) The Company will contribute to the UNITE HERE Health and Welfare Trust Plan the following amount for each hour paid on behalf of all eligible full-time employees and part-time employees of the bargaining unit who have completed their probationary period:

Employer's contribution for Full-time employees	Employer's contribution for Part-time employees
Effective January 1 st , 2006 = \$1.38	Effective January 1 st , 2006 = \$1.06
Effective July 1 st , 2006 = \$1.42	Effective July 1 st , 2006 = \$1.08
*****	*****
Effective January 1 st , 2007 = \$1.47	Effective January 1 st , 2007 = \$1.11
Effective July 1 st , 2007 = \$1.52	Effective July 1 st , 2007 = \$1.14
*****	*****
Effective January 1 st , 2008 = \$1.57	Effective January 1 st , 2008 = \$1.17
Effective July 1 st , 2008 = \$1.62	Effective July 1 st , 2008 = \$1.20

16.2 (2002) It is understood that "hours paid" shall include the following:

- a) Total amount of contribution on the following:
- Statutory Holidays;
 - Vacation time;
 - Adjustment in hours from previous pay period;
 - For the length of pregnancy leave as per ESA;
 - For the length of parental leave as per ESA;
 - Bereavement leave
 - Jury duty
 - (2005) Non-work related disability and/or sickness from the date of the accident or beginning of sickness, provided that the employee is fully incapacitated and is in receipt of weekly indemnity covered by the UNITE HERE Health and Welfare Trust Plan.

The employer does not have to make contributions for disabled employees who are receiving benefits from Workplace Safety and Insurance Board. The employer will inform the Plan Administrator of any employees who are receiving benefits from the Workplace Safety and Insurance Board.

- b) As per the provision of a) stated herein and subject to confirmation from the Plan Administrator, for the purpose of calculation the present method shall be used in the following situation:
- (1) Vacation:
Total vacation pay divided by the base hourly rate = total number of hours to use in the computation of the Company's contribution to the "Plan".
 - (2) Maternity/Parental leave:
The Company will, using the same number of weeks as E.I., establish the average weekly number of hours to use in the computation of the Company's contribution to the "Plan", total number of hours, in any one month, shall not exceed one hundred and twenty-eight (128) hours in the computation of the Company's contribution to the "Plan".
 - (3) (2005) Non-work related disability and/or sickness, not paid as per the UNITE HERE Health and Welfare Trust Plan:
The company will, using the same number of weeks as E.I., establish the average weekly number of hours to use in the computation of the Company's contribution to the "Plan", total number of hours, in any one month, shall not exceed one hundred and twenty-eight (128) hours in the computation of the Company's contribution to the "Plan".
- 16.3 (2005) All Health and Welfare payments shall be calculated for each hour paid, as stated in articles 16.1 and 16.2 a) & b) above, on each pay period contained in a month and shall be remitted to the Trust of the Health and Welfare Plan of UNITE HERE, not later than the fifteenth (15) day of the following month.
- 16.4 (2005) The Company will be responsible for loss of benefits to any employee because of any Company's default action in payments. Its responsibility and liability will terminate at the time it remits the amounts payable to the Trust of the Health and Welfare Plan of UNITE HERE.
- (2005) The UNITE HERE Union Health and Welfare Trust Plan Trustees will ensure that they act responsibly and prudently at all times.
- 16.5 (1999) For greater certainty, the Company is responsible for any provincial sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.

- 16.6 (2005) Family coverage as specified in the Health and Welfare Plan of UNITE HERE shall include common law spouse as determined by the Plan (meaning the status of living with a person of the same or opposite sex in a conjugal relationship outside of marriage throughout the immediate preceding twelve months)
- 16.7 (2002) The Company shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to all of the Article 16, dealing with contributions to the Health and Welfare Plan.
- 16.8 (1999) In the event that the Trustee intends to review the Company=s payroll records the Union shall first serve written notice on the Company in order to reach an agreement on the date of said review. Said review shall be conducted within a reasonable period of time, following the receipt of said advance notice by the Company.
- 16.9 (2005) The Trustee of the UNITE HERE Health and Welfare Trust Plan may charge interest on contributions to the UNITE HERE Health and Welfare Trust which are overdue by more than 30 days at the Bank of Canada prime rate.
- 16.10 (2002) The Company will submit to the Plan Administrator a report that shows at least:
- a. the pay periods
 - b. for each employee - name, SIN, status (full and part-time), hours paid by type of hours (e.g. hours worked, maternity, disability, etc.), department, classification
 - c. total hours paid
 - d. total contribution
 - e. total taxes paid
 - f. total amount of cheque

Upon request, the Company will submit the above listed information on disk or electronically, if feasible.

- 16.11 (2005) Changes and/or improvements will only be implemented following a decision of the Trustees of the UNITE HERE Health and Welfare Trust Plan.

The Company, following its official written notification, will allow the Plan Administrator the use of an office, at a time agreed to by the Company, for the introduction of any new benefit to eligible members, or change in benefits.

Upon receiving a written request by the Trustees of the Health and Welfare Plan, the Company will allow the Plan Administrator to attach a document, relating to any new benefit or change in benefits, to the envelope containing the unionized employees pay-stub.

Furthermore, the Company will co-operate with the Plan Administrator's efforts to distribute and collect the necessary documents to and from the members, so long as there is no costs to the Company.

16.12 **PENSION PLAN**

(2005) All eligible employees have the option of participating in the "The Fairmont Hotels Pension Plan Part B". In accordance with the terms and conditions governing said pension plan.

- 16.13 (2005) Within ninety (90) days following the signing of the collective agreement, the parties will convene a standing committee, and thereafter on a yearly basis, discuss cost containment measures and make non-binding recommendations to the Joint Board of Trustee of the UNITE HERE Health and Welfare Trust Plan.

ARTICLE 17 - PERSONAL DAYS (2005)

- 17.1 (2002) Effective March 1st, 2004, for those full-time employees having completed two (2) years of cumulative compensated service, they shall accumulate, based on the preceding calendar year, a personal days bank calculated on the basis of each fifty-two (52) regular days worked equals one (1) regular day, with a minimum of two (2) regular days.

(2005) Effective January 1st, 2006, and every year thereafter, the above paragraph shall be substituted by the following language to read as follows:

Effective January 1st, 2006, for those full-time employees having completed two (2) years of cumulative compensated service, they shall accumulate, based on the preceding calendar year, a personal days bank calculated on the basis of each four hundred and sixteen (416) hours paid equals one (1) regular day, with a minimum of two (2) regular days.

The accumulated personal days bank may be taken and scheduled, in increments of one half (1/2) day or one (1) full day, provided that the employee has requested said day prior to the work week schedule been posted. Furthermore, an employee may use said personal days to compensate loss of revenue in line with the waiting period as per the UNITE HERE Health and Welfare Trust Plan. The personal days bank will not be cumulative from year to year.

(2005) Personal days are not intended to be used as an extension of Vacation, Lieu Day or scheduled days off. They are to be used for absence due to: personal or family illness, doctor/dentist appointment, school meeting, union meeting, and such like.

- 17.2 (2005) Causes of sickness must be reported to the employee's Department Head or the Assistant Manager on duty on the first day of illness within a reasonable period of time prior to the normal reporting time of the employee concerned, but in any event no later than two (2) hours in the case of an employee having an *AM* shift and three (3) hours in the case of an employee having a *PM* shift before the normal reporting time.

If the absence is for more than one (1) day, then the employee must notify his/her Department Head or the Assistant Manager each subsequent day within the time limits as specified in the above paragraph, or notify on the first day that they will be absent for more than one (1) day, if the employee knows that due to the severity of the sickness or injury.

- 17.3 (2005) Personal day shall be paid for the normal daily working hours of an employee's regular assignment at the employee's normal straight time rate as provided for in this Agreement.

- 17.4 (2005) The sick leave allowance will not be granted to employees in case of illness or accident which are compensate under the laws of the Province of Ontario or any other insurance Plan for which compensation could be obtained.

- 17.5 (2005) Sick leave allowance will not be paid for illness or accident, which occurs within the vacation period of an employee.
- 17.6 (2005) An employee will not be requested to provide a medical certificate for a one (1) day absence in cases of sickness or injury. In doubtful cases the Company reserves the right to request a doctor's certificate or to appoint another doctor other than the one providing the certificate, in order to establish the facts in the case.
- 17.7 (2005) An employee remaining off duty claiming sickness, will, if requested by the Director, Human Resources, be required to produce a medical certificate justifying the cause of his/her absence.
- 17.8 (2005) When the Company requires an assessment from a third doctor, of the Company's choice, to confirm the status of an employee's medical condition it shall be paid by the Company.

ARTICLE 18 - BEREAVEMENT LEAVE (1999)

- 18.1 (2002) After having completed, in the case of a full-time employee one (1) year and in the case of a part-time employee two (2) years of cumulative compensated service, an employee shall be entitled during each subsequent year of service to a leave of absence to a maximum of three (3) working days without loss of wages, in the event of death of spouse, (*) common law spouse, child, parent, brother, sister, father-in-law, mother-in-law and grandparents. Such leave is to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirements that would reasonably have necessitated time off duty. Bereavement leave is not to exceed a total of six working days in any year.

(*)(1999) Common Law spouse: in the application of this Article means the status of living with a person of the opposite sex or same sex in a conjugal relationship outside marriage throughout the immediately preceding twelve (12) months.

- 18.2 (1999) An employee may be granted an extension of the bereavement leave if said extension is requested as per the provision of article 19.1.

ARTICLE 19 - LEAVE OF ABSENCE (1999)

19.1 **PERSONAL LEAVE**

(2002) Employees of the Company may be granted a leave of absence of up to six (6) months with full pay and benefits, subject to the provisions of Article 16 – Health & Welfare. Permission must be requested and obtained in writing by the employee. Provided that the Company is able to maintain a qualified and adequate workforce without incurring additional cost, request for leave of absence shall not be unreasonably denied.

(1999) Unless said employees so furloughed report for duty on or before expiration of such furlough, their employment and seniority will be terminated. If they return to work thereafter such employees shall rank as new employees.

(1999) Furlough may be extended if requested in writing to the Director, Human Resources of the Company at least one (1) week prior to the date of expiration of leave to receive permission, or absolute proof is furnished of a bona fide reason preventing such return.

(2002) In cases of emergency (for example, severe illness or death of family member out of the country), the Employer may grant leaves of absence wherever possible based on the merit of each case (and it is understood that the requirement for two weeks notice shall be waived in emergency situations).

19.2 **UNION LEAVE**

Any employee elected or appointed to a full-time executive position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one (1) year. Requests for such leave of absence will not be unreasonably denied, provided suitable replacements are available.

19.3 **JURY DUTY/ WITNESS**

- a) An employee who is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his/her position for each such day excluding allowances paid by the court for meals, lodging, transportation and other expenses.

- b) An employee who is subpoenaed for witness other than as the accused and/or in cases of arbitration, shall be granted leave of absence for any day up to a maximum of ten (10) working days in any one (1) year, in which he/she is required to report for witness duty, Should the employee receive witness pay, only upon providing the Company documentation attending to such, shall he/she be reimbursed an amount to ensure no loss in regular pay.
 - c) The number of days for which jury duty shall be paid is limited to a maximum of sixty (60) days within a twelve (12) month period commencing on the first (1st) day of jury duty.
- 19.4 Employees will not be granted a leave of absence to take up employment elsewhere unless the circumstances are such that the Company and the Union mutually agree to the granting of such leave.
- 19.5 (2002) It is agreed and understood that all leaves of absence under this agreement, including, but not limited to sick leave, bereavement leave, and leave of absence pursuant to Articles 18 & 19, whether paid or unpaid, constitute a greater contractual right or benefit than the emergency leave provisions in the Employment Standards Act. It is further agreed that the statutory emergency leave days may not be pyramided on top of any leave paid or unpaid, under the terms of this agreement.

ARTICLE 20 - RETIREMENT (1999)

20.1 **NORMAL RETIREMENT:**

(1993) Normal retirement age for all employees will be age sixty-five (65) and employees shall retire from employment at the conclusion of the month during which they turn sixty-five (65).

20.2 **EXTENSION:**

(1993) Notwithstanding the foregoing, such employee may not necessarily be compelled to stop working at age sixty-five (65), and may continue to be employed after age sixty-five (65), provided he/she has had an annual medical examination by the Company's physician qualifying such employee for employment in his/her usual occupation beyond age sixty-five (65). Extension(s) of employment beyond age sixty-five (65) will be based on the needs and requirements of the department in the employee's classification and the capabilities and work performance of said employee.

(2002) Said extension if granted will be for a one-year period only on such terms and conditions as determined by the Company at the time of review.

If an employee at the age of sixty-five (65) accepts an extension of employment and there is a lay off of more than two (2) weeks in his/her classification or department the employee under an extension will be first to be laid-off.

(2002) An employee who, on September 9th, 2002 is presently on an extension, may upon ending said present extension request, on a one time basis only, a further one year of extension.

ARTICLE 21 - GRIEVANCE PROCEDURE (2005)

- 21.1 A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any of the provisions of this Agreement.
- 21.2 (a) A grievance shall not be considered until the following has occurred. Within five (5) working days after first knowledge of grounds for a grievance, an employee must have given the Department Head an opportunity to adjust his or her concern.
- (b) For this purpose, the Department Head must meet with the employee and, at his/her request, his/her Department Shop Steward within five (5) working days of the employee presenting his/her concern.
- 21.3 (a) Either party to this Agreement who violates the time limits provided in Article 21- Grievance Procedure, or fails to request an extension of the time limits as provided in paragraph (b) will, without establishing a precedent for the future, be considered as having yielded the grievance and must concede the case to the other party.
- (b) The time limits as provided herein may be extended by mutual agreement in writing. Request for time limit extension by either party will not be unreasonably denied. Furthermore, should the grievor or the Department Head concerned be absent, the time limits shall automatically be extended.
- 21.4 A grievance by an employee shall be processed in the following manner:

STEP 1

The employee shall submit his/her grievance in writing to his/her Department Head within five (5) working days following the meeting stated in sub-article 21.2 (b). The Department Head shall respond to the grievance in writing within five (5) working days following receipt of the grievance. The employee may have the assistance of his/her Department Shop Steward at Step 1.

STEP 2

Failing settlement of the grievance at Step 1, the employee may submit his/her grievance in writing to the Director, Human Resources within five (5) working days from the date of the Department Head's reply at Step 1. Such written grievance shall be signed by the grievor and state the specific clause(s) of the Agreement allegedly violated and the redress sought. The employee will have the assistance of his/her Department Shop Steward and/or a Union Representative at Step 2.

Within five (5) working days of the filing of the grievance a meeting shall take place between the General Manager or designate, the Human Resources Director or designate, the Department Head and the Union Officer or designate, the Chief Shop Steward, the grievor and his/her Department Shop Steward. At this step of the grievance procedure, other Company representatives, or senior officials of the Union who are not employees of the Company, may be present at the request of either party.

The General Manager or his/her designate, shall give his/her written response to the grievance within five (5) working days following the conclusion of said meeting.

- 21.5 (2002) In cases of discharge, the employee may appeal the Company's decision starting at Step #2 of the Grievance Procedure.
- 21.6 (a) Failing settlement of the grievance at Step 2, the Union may submit the grievance to arbitration, within ten (10) working days from the date of the General Manager's reply at Step 2, as described in Article 22.
- (b) Within fourteen (14) working days after submitting the grievance to arbitration, either party may request a meeting with a view to resolving the grievance. This can involve senior officials of the Company or the Union, and respective counsel. At this stage, in the interest of an early binding resolution, both parties agree to co-operate in the disclosure of pertinent and non-confidential documents known at the time of said meeting.
- 21.7 (a) Either party to this Agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is a grievance by one of the parties to this Agreement arising out of the interpretation, administration or alleged violation of any of the terms of the Agreement, but excluding subject matter which can be presented by an employee as an individual grievance.
- (b) A group grievance may be filed by the Union Representative of the local Union or by a Shop Steward in the name of and for a group of employees. A group grievance is a grievance involving a matter as defined in article 21.1 and is affecting directly a specific group of employees relating to the same subject.
- 21.8 (1999) A Union policy grievance or group grievance affecting more than one (1) Department shall be filed at Step 2 of the grievance procedure. A Company policy grievance shall be filed with the Union Representative of the local Union.

- 21.9 The other party shall give its written response within ten (10) working days from the receipt of the grievance. Failing settlement of the grievance the party filing the grievance may submit it to arbitration within ten (10) working days from the date of the reply to the grievance.
- 21.10 (1996) In the application of this article a working day shall be deemed to exclude Saturday, Sunday and all holidays under article 14.1 of this Agreement.

ARTICLE 22 - ARBITRATION (1999)

- 22.1 (2002) When either party request that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party and, at the same time, either party propose a sole arbitrator or name a nominee to a board of arbitration. Within five (5) working days thereafter, the other party shall respond to the proposal, by either accepting the proposed sole arbitrator or proposing another sole arbitrator or shall appoint a nominee, as the case may be.
- 22.2 (2002)
- a) If applicable, the two (2) members to the board of arbitration, nominated in article 22.1, shall attempt to agree upon a chairperson of the board of arbitration within five (5) working days. If they are unable to agree upon a chairperson, the Ministry of Labour will be asked to select the Chairperson.
 - b) If applicable both parties are unable to select a sole arbitrator within five (5) working days, either may request the Minister of Labour to assist them in selecting a sole arbitrator.
 - c) Once a board of arbitration or a sole arbitrator, as the case may be, has been appointed, either party at his request will be granted by either the board of arbitration or the sole arbitrator a hearing date, which the other party shall not dispute unless a written mutual agreement between the parties.
- 22.3 (2002) Each party will bear the expenses of its nominee to the board of arbitration and any expense each has incurred in the presentation of the case; the parties will jointly bear the fees and expenses of the chairperson, or the sole arbitrator.
- 22.4 No matter may be submitted to arbitration, which has not been properly carried through all previous stages of the Grievance Procedure.
- 22.5 (2002) The arbitration board or the sole arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by this Agreement.
- 22.6 (2002) The decision of the majority of the board of arbitration, and failing a majority, the decision of the Chairperson or the decision of the sole arbitrator, will be final and binding upon the parties.

- 22.7 (1996) The time limits as provided herein are mandatory unless extended by mutual written agreement.
- 22.8 (1996) In the application of this Article “Working Days” shall be deemed to exclude Saturdays, Sundays and all holidays under article 14.1 of this Agreement.

ARTICLE 23 - DISCIPLINE AND DISCHARGE (1999)

- 23.1 An employee may be dismissed for cause without notice or pay in lieu thereof.
- 23.2 (1996) A claim by an employee, who has completed the probationary period of employment in accordance with article 3.2, that he/she has been unjustly discharged from his/her employment, shall be treated as a grievance if written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) days after the employee has been notified of being discharged. A probationary employee, if found unsuitable, shall not be entitled to grieve with respect to discharge, but with this exception, shall have access to the grievance procedure.
- 23.3 Such discharge grievance may be settled by confirming the Company's action in dismissing said employee or by reinstating him with full compensation for wages lost or by any other arrangement which is just and equitable in the opinion of the parties to this Agreement.
- 23.4 When an employee has been discharged he/she shall have the right to interview a Shop Steward for a reasonable period of time before leaving the premises.
- 23.5 No employee shall be disciplined or discharged on his/her day off.
- 23.6 (2002) Written discipline notices issued to the employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Company is aware of the event leading to his/her actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a Company Representative and also it shall be signed by the employee(s) involved as acknowledgment. By signing said notice, it shall not be an admission of guilt.
- Excluding probationary employee, when an employee is to be discharged, he/she shall be notify in writing of the pertinent reason(s) for his/her discharge. Said notification shall be given either the same day during the meeting or by mail in the following days of his/her discharge, to the employee's last known address.
- 23.7 (1999) Employee's written notices and suspensions will be taken from an employee's file after eighteen (18) months in the case of written notice and after twenty-four (24) months in the case of suspensions, should no similar offence be repeated during said period.

23.8 (2002)

- a) The following special procedure will apply to cases where suspension or discharge is contemplated.
- b) The employee may be held out of service, without loss of regular wages, pending an investigation until the time of the meeting with Company. In determining whether or not to hold an employee out of service the Company will consider the nature of the alleged infraction.
- c) The employee will be notified of the charges as soon as possible after senior Management becomes aware of the alleged offence.

ARTICLE 24 - UNION REPRESENTATIVE AND SHOP STEWARDS (1999)

- 24.1 (2005) Authorized representatives of the Union may visit the Company's premises for the purpose of discussing or investigating any matter covered by this Agreement. It is understood there will be no interruption of work caused by such visitation. The authorized representatives of the Union shall, upon each visit, contact the Director, Human Resources before pursuing such visitation; upon arriving in a department he/she shall, whenever practicable notify the Department head or in his/her absence the supervisor on duty. Furthermore, any authorized representative of the Union shall, upon each visit, receive from the Company a union identification card and wear said card, in a visible manner, at all time while on the Company's property.
- 24.2 **BULLETIN BOARD**
- (1996) Three (3) Bulletin Boards for the use of the Union for posting of notices of interest to the employees shall be provided by the Company. Such notices shall be subject to the approval of the General Manager or his/her designate of the Company.
- 24.3 **(2005) SHOP STEWARD & DEPUTY SHOP STEWARD:**
- (a) (1996) It is mutually agreed that employees shall not be eligible to serve as Shop Stewards or members of the Union Committee established under this Agreement until after they have completed their probationary period, and have been placed on the seniority list. An employee on lay-off, or on notice of lay-off, cannot be appointed as a Shop Steward.
- (b) (2005) A deputy shop steward is deemed to be a unionized employee elected or appointed by the union to act as a substitute to the departmental shop steward when said shop steward is unavailable. Furthermore it is agreed that in the present collective agreement references to Shop Steward shall be deemed to include deputy shop steward when substituting for said shop steward.
- 24.4 (1993) No Shop Steward or employee may leave their regular duties to attend to Union business or meetings without prior approval by their Department Head. Before securing such prior permission, the employee shall give an explanation reasonably required by his/her Department Head to explain the duration of the absence. Upon their return to their regular duties said Shop Steward or employee shall immediately inform his/her Department Head.

- 24.5 (1993) Payment for Shop Stewards [not to exceed more than thirteen (13)] attending Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Company three (3) weeks in advance and that will not prevent the Company to maintain an adequate and qualified work force.
- 24.6 (1996) The Company will continue to provide their training room facilities for training to the Union wherever feasible, providing the Union requests such facilities at least three (3) weeks in advance and that the Union agrees that it will return said training room in the same fashion and order it was provided.
- 24.7 (1999) It is recognised that Shop Stewards in a department or food and beverage outlet represent all classifications in that department or that food and beverage outlet under the Scope of the Collective Agreement. In the absence of a Shop Steward, the Chief Shop Steward or designate will be called upon in a disciplinary situation.
- a) The Company acknowledges the right of the Union to appoint or otherwise select, Shop Stewards, one (1) of which will be the Chief Shop Steward and one (1) other will be Assistant Chief Shop Steward, to assist employees in presenting their grievances to the representatives of the Company. Furthermore, the Company will only recognize these employees whose names shall be supplied by the Union. The number of such Stewards and departments within which each one is to function is determined by the listing of the department hereto:
- Housekeeping Department (3)
 - Laundry/Valet Department (1)
 - (2005) Guest Service/Valet Parking Department (1)
 - Telephone Department (1)
 - Culinary Department (1)
 - (2005) Stewards Department (1)
 - Maintenance Department (1)
 - Banquet Department (3)
 - In Room Dining Department (1)
 - (2005) Epic Restaurant Outlet (1)
 - (2005) Epic Lounge Outlet, Library Bar Outlet, Pipers Bar and Eatz Outlet (1)
 - (2005) York's Kitchen Outlet, York's Deli and Bakery Outlet (1)
 - Benihana Outlet (1)
 - Stores Department, Refreshment Centre (1)

- b) (1999) The Company will, during the Company's organized orientation session, schedule a period of fifteen (15) minutes whereby either the Chief Shop Steward or the Assistant Chief Shop or the appropriate departmental Shop Steward, will have unionized newly hired employees complete the union "Application for membership" card, provide said employees with a Collective Agreement and introduce them into the Union.

24.8 **NEGOTIATING COMMITTEE:**

(1996) The Company agrees to recognize a bargaining committee of seven (7) negotiating committee members from the rank and file and also a maximum of two (2) full-time Union Officials.

It is understood that the negotiation committee is a separate entity and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modification of this Agreement at the proper time as provided herein. In accordance with this understanding, the Company will compensate such negotiating committee members for loss of regular time spent in negotiating with the Company and that this does not apply to time spent outside regular working hours.

From time to time an alternate/replacement person may be required to attend negotiations.

24.9 **UNION BUTTONS:**

(2005) The Company will, following its approval, allow employees to wear an UNITE HERE Union identification button.

24.10 **LABOUR MANAGEMENT MEETING:**

(2005) The parties agree that either party may request, in writing at least fifteen (15) calendar days in advance, a quarterly Labour/Management meeting to be scheduled. The party requesting the meeting shall provide in writing to the other party: tentative date/time, an agenda of issues to be discussed. The Union will also advise the Director Human Resources of the Departmental Shop Steward who will be attending, prior to the new weekly work schedule being posted, so that arrangements may be made with the Department Head. It is agreed that Departmental Shop Stewards attending such meeting will do so without loss of regular basic pay.

24.11 **DEPARTMENT COMMITTEE MEETING:**

(2005) The parties agree to departmental action committee meetings when requested by the Union or the Company not more than once quarterly, The committee meetings will be comprised of the Union representative, one (1) departmental Shop Steward and up to five (5) additional employees for Housekeeping, Kitchen, Banquets and for all other departments the one (1) departmental Shop Steward and up to three (3) additional employees, The party requesting the meeting shall provide in writing to the other party: tentative date/time, an agenda of issues to be discussed, which may include any workload or job duty changes/increases which may affect any bargaining unit position. The Union will advise the Director of Human Resources of the Departmental Shop Steward and the employee(s) who will be attending, prior to the new working week schedule being posted, so that arrangements may be made with the Department Head. It is agreed that the Departmental Shop Steward and the employee(s) attending such meeting will do so without loss of regular basic pay.

ARTICLE 25 - UNION DUES (1999)

- 25.1 (2005) The Company shall deduct on each pay period each month from wages due and payable to an employee who occupies a position covered by the Scope of the Agreement an amount equal to the dues, initiation fees and any other assessments as prescribed or required by the Union, and shall remit to the designated officer of the Union such amount.
- 25.2 (1996) In accordance with the provision of section 51 of the Ontario Labour Relations Act, all new employees occupying a position covered by the Scope of the Agreement shall, as a condition of employment, be required to become members of the Union. The Union agrees to accept into membership all such new employees under the same terms and conditions.
- 25.3 (1999) The amounts deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union no later than fifteen (15) calendar days into the following month. Said statement of deductions shall contain the following information:
- The employee name
 - The social insurance number
 - The amount of Union dues deducted from each employee
 - Other deductions (i.e. initiation fees, special assessments).

The above information will be provided to the Union by disc or on-line, if feasible. Furthermore, the Company will make a reasonable effort to provide additional information if requested by the Union (i.e. status, address, phone, classification department, wage rate, and provide the reason for non payment of union dues as per the list supplied by the Union).

The Employer shall provide the Union with the following information with respect to each employee in the bargaining unit and shall update it every six (6) months at the time the seniority lists are being updated: Name, address, telephone number, social insurance number, classification, employment status (e.g., full-time, part-time, casual), seniority, date of change of status if applicable and their rate of pay. The Employer shall provide this information electronically or on computer disk if requested by the Union and if feasible.

- 25.4 (2005) The Company will deduct from newly hired employees the Union's initiation fee, if any, on the first pay period, from wages due and payable to said employee who occupies a position covered by the Scope of the Agreement.

- 25.5 (2005) The Union shall notify the Company in ample time and writing of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.
- In the event that a new dues system is not within the confines of the Company's payroll system, the Company and the Union agree to meet to attempt to find a mutually agreeable alternative to the systems, if reasonably possible.
- 25.6 (1999) Dues will not be deducted from the pay of any employee for whom membership in the Union is not available under the same terms and conditions as for all other applicants. Membership in the Union shall not be denied for any reason(s) prohibited under the Human Rights Code.
- 25.7 (2005) Deduction of union dues for new employees covered by the bargaining unit shall commence with the employees' first pay period following the hiring date.
- 25.8 (2005) When due to an error union dues are not deducted from the pay of an eligible employee, upon notification from the union office the Company will arrange to deduct from such employee arrears not in excess of two (2) months' dues.
- 25.9 Payroll deductions now or hereinafter required by law, deductions of monies due or owing the Company and pension deductions shall be made from wages prior to the deduction of dues, initiation fee or special assessment fee.
- 25.10 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated Union Officer.
- 25.11 The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in making the aforementioned deduction for union dues, initiation fee or special assessments.

25.12 **ISSUANCE OF DUES RECEIPTS**

(1996) The Company agrees that at the time that Income Tax T-4 slips are made available, said T-4 slips shall have the amount of union dues paid by each Union member shown on the T-4.

25.13 (2005) At the Union's request, the Employer will allow the Union the right to review appropriate payroll records and other pertinent related documents, excluding those of an individual which are of a confidential nature, to ensure that the union dues, initiation fees and special assessment fees are being deducted correctly and in accordance with the agreed-to process. The Union shall first serve written notice on the Company and the review will occur on an agreed-upon date within a reasonable period of time following the receipt of the Union's notice.

25.14 (2005) The Employer acknowledges that the union dues being deducted are the property of the Union, and not of the Employer.

ARTICLE 26 – EQUAL OPPORTUNITY TRAINING FUND (2005)

- 26.1 (2005) The Company agrees for the life of the Collective Agreement to contribute two (2) cents per hour, from the date of signing of the Agreement, per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75 of the Ontario Council, Equal Opportunity Training Fund.
- 26.2 (2005) The Company and the Union recognize that education is a continuing process. Accordingly the Company shall allow the Union to sponsor with the UNITE HERE Local 75 of the Ontario Council, Equal Opportunity Training Fund, education functions such as seminars and workshops which could be held on the Company's premises in their training room when they are available at no charge to the Union.

ARTICLE 27 - HEALTH AND SAFETY (2005)

27.1 **CO-OPERATION**

(1999) The Company and the Union agree that they will mutually cooperate and maintain reasonable standards of safety and health in order to prevent injury and illness.

27.2 **PRIMARY RESPONSIBILITY:**

The Company has, under the OHSA, the primary responsibility for ensuring that safe conditions prevail within the workplace, and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees. The parties furthermore agree that all employees have duties to adhere to under the OHSA and shall be guided by all rules, policies and training related to health and safety adopted by the JHSC. Furthermore, the Union acknowledges its responsibilities under the OHSA and shall be guided accordingly.

27.3 **JOINT COMMITTEE:**

- (a) (1999) The Company and the Union agree to establish and maintain a “Joint Health and Safety Committee” with equal representation. The Union will select its representatives.
- (b) (1999) Both parties agree that employees shall continue to enjoy established provincial legislated rights such as to:
 - be informed about hazards to their health and safety;
 - refuse work, which may endanger their health and safety.

The Joint Health and Safety Committee will promote and encourage all employees to actively participate in health and safety matters.

- (c) (1999) The Committee will work together to eliminate workplace related hazards and strive to prevent workplace accidents through safe work practices and reporting and correcting any potential hazards observed.
- (d) The Joint Health and Safety Committee (JHSC) will also focus on raising awareness and increasing communication about health, safety and wellness in the hotel while ensuring that all phases of the Health and Safety Program are in place. The JHSC will also make every effort to prevent accidents and reduce health and safety hazards by completing Workplace inspections and Health & Safety Audits, and communicating the results.

27.4 SELECTION AND COMPOSITION OF THE COMMITTEE

- (a) The Company and the Union agree to establish and maintain a Joint Health and Safety Committee consisting of a total of sixteen (16) members with equal representation.
- (b) The Union will select/elect its worker representatives that will sit on the JHSC for a period of two (2) consecutive years.
- (c) The Union will advise the Company in writing of the names of those employees selected/elected and the Company will likewise advise in writing the Union of the names of management members selected.
- (d) (1999) Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a union member chosen by the Union. The other co-chairperson shall be a Company member.
- (e) Four (4) Members on each side shall either possess or work towards attainment of the "Certified" Health and Safety certificate as defined and authorized under the Occupational Health and Safety Act.
- (f) A member who misses three (3) meetings, without a justifiable reason, shall be automatically removed from the JHSC and replaced by either a unionized employee or a management employee, whichever the case may be. The name of the replacement shall be supplied in writing to the other party. Furthermore, said removed member shall not be entitled to be a future member of the JHSC for a period of two (2) years.

27.5 COMMITTEE FUNCTIONS

- (a) To investigate, monitor, inspect, identify, review health and safety conditions and practices and recommend corrective actions to eliminate health and safety hazards.
- (b) To act in accordance and comply with the JHSC responsibilities and powers under the Occupational Health and Safety Act (OHSA), The Fairmont Hotels & Resorts Health and Safety policies, safety guidelines and standards as recommended by the CSA, ACGIH, NIOSH, ACE and any applicable section of the Environmental Protection Act.
- (c) Participate in various Health and Safety sub groups as required (i.e. Ergonomic Team, etc.).
- (d) Discuss and review the application of Fairmont Hotels and Resorts Occupational Health and Safety Manual on Policies and Procedures and the Ontario Occupation Health & Safety Act and regulations as applicable to the hotel industry.

- (e) Receive and discuss a monthly summary of occupational (work-related) incidents/accidents, including location of accident, area of injury, type of accident, brief description.
- (f) Make recommendations, based on consultation and information, for corrective action to the Company on all required JHSC legislated duties, Fairmont Royal York Health and Safety policies, safety concerns and identified hazards.
- (g) Participate in determining Health and Safety monitoring requirements and selection of qualified Health and Safety consultants (i.e. training).
- (h) Request and review the WSIB's Annual Summary of accident statistic as defined under section 12 of the Occupational Health and Safety Act.
- (i) The JHSC will also discuss and recommend health and safety programs for all Fairmont Royal York employees. The Company will pay the cost of all approved programs.
- (j) Review requested changes to procedures or policies.
- (k) The JHSC may make recommendation for related training. The Company will pay the related cost of such training when approved. The Company will not unreasonably deny the JHSC's recommendation for training its members.

27.6 ROLES AND RESPONSIBILITIES OF CO-CHAIRS

- (a) The co-chairs or designates will rotate the chairing of each meeting.
- (b) Ensure the names and departments of the JHSC members are posted.
- (c) Create the agenda for the meeting.
- (d) Approve, post and distribute meeting minutes within one (1) week of the previous meeting if possible.
- (e) Create and distribute by January 1st of each year, a schedule for JHSC meeting and inspections.
- (f) Distribute and post other various reports related to the hotel industry. (i.e. Industrial hygiene testing, Ministry orders and/or recommendation(s), etc.).
- (g) Both co-chairs, following a previous agreement, may arrange visitors to a meeting. The purpose of the visit will be clearly defined and communicated to the JHSC Members, one (1) month before, where possible.

- (h) The Management co-chair shall provide the JHSC with known changes and additions to the OHSA, Fairmont Hotels & Resorts Health and Safety policies and procedures. The Union co-chair shall provide the JHSC with any information relevant to the hotel industry in Toronto or the Fairmont Royal York Employees.
- (i) The Management co-chair shall designate and require one or more management members of the JHSC to perform tasks as indicated in the following article. The Union co-chair shall designate and require one or more worker members of the JHSC to perform tasks in the following article. The co-chairs shall exercise these authorities in a reasonable manner.

27.7 **ROI AND RESPONSIBILITIES OF JHSC MEMBERS**

- (a) The designated members may, as required, conduct monthly inspections.
- (b) The designated members may, as required, participate in incidents/accidents investigations.
- (c) All JHSC members may make recommendations to the Company.
- (d) All JHSC Members may participate in any skilled-based training and any other educational needs as recommended by the JHSC and approved by the Company.
- (e) The designated members may, as required, participate in and attend all Health and Safety testing related to the hotel industry (i.e. industrial hygiene or visits by an officer of the OHSA).
- (f) The designated members may, as required, investigate work refusals.
- (g) All JHSC Members shall make every effort to attend each meeting without loss of regular wages or premium rate (as defined under the Ontario E.S.A.) as may be proper.
- (h) All JHSC members may forward agenda items to the co-chairs, ten (10) days prior to the scheduled meeting.

27.8 **MEETING PROCESS**

- (a) A quorum exists when a minimum of fifty percent (50%) of JHSC Members of each Union and Company representatives are present for the meeting.
- (b) Meetings will be held monthly in accordance with the yearly schedule.
- (c) All JHSC Members will be provided time off work, one (1) hour once (1) per month, to discuss health and safety issues prior to the monthly meeting. Any additional time and loss of earnings and premiums required to perform their duties and responsibilities, as JHSC members, will be provided as necessary and approved by the Company. Permission to do so shall not be unreasonably denied.
- (d) New business will be placed on the agenda and prioritized by the committee.
- (e) The JHSC will endeavour to build consensus in their decision making process.
- (f) All JHSC recommendations will be presented to the Company.
- (g) Non JHSC union or non-union persons working at the Fairmont Royal York hotel, on their own time, may attend any of the monthly JHSC meetings with prior approval of both co-chairs, and said approval shall not be unreasonably denied. An approval is required, from both co-chairs, prior to a non- employee of the Fairmont Royal York hotel attending a JHSC meeting, and said approval shall not be unreasonably denied.
- (h) Minutes of the meeting will be documented and copies supplied to each JHSC member
- (i) The following items shall be reviewed at each meeting:
 - Agenda items
 - Old business (including recommendations)
 - New business
 - Workplace inspection results
 - Incident/accident reports
 - Other reports.

27.9 **UNION TRAINING**

(1999) So long as a reasonable notice is provided, the Company will not unreasonably deny a Union request for a leave of absence without pay to any unionized employee who is a member of the Joint Health and Safety Committee, to attend training sessions offered by the Union.

ARTICLE 28 - REHABILITATION (2005)

- 28.1 (2005) The Company and the Union recognize their duty to accommodate injured workers under the Workplace Safety and Insurance Act and its relevant policy and the Ontario Human Rights Code and its relevant policy. The Company has primary responsibility in the duty to accommodate process and, it is understood and agreed that both the Company and the Union have shared duties and responsibilities as defined under the Workplace Safety and Insurance Act and its relevant policy and the Ontario Human Right Code and its relevant policy.
- 28.2 (1999) The gradual return to work program is a temporary rehabilitation program in which employees may be placed should they become temporarily unfit to fill their usual occupation. The program allows employees to recuperate in order to be reinstated in their usual occupation.
- 28.3 (1999) Before placing a disabled employee on the gradual return to work program, a meeting will be held with the Company representatives, the employee involved, the Union co-chairperson of the Health and Safety Committee, the employee's departmental Shop Steward or alternatively a designated employee whose name appears on the list provided by the Union. Those employees attending such meeting will do so without loss of regular pay.
- 28.4 (1999) When mutually agreed between the Director, Human Resources, and the Union, an employee who has become unfit to follow his/her usual occupation may be placed on the gradual return to work program in a position covered by this Agreement following a written agreement between both parties as to the conditions of such rehabilitation period.
- 28.5 (1999) It is understood and agreed that the provisions of articles 9.10nd 9.11 shall not apply. Furthermore, for those employees on WSIB, the Company will recognize the method of payment as approved by the WSIB.
- 28.6 (2005) In the application of this Article, it is understood that should a disabled employee be returned to work it will be done in compliance with the Workplace Safety & Insurance Act and its relevant policy and the Ontario Human Right Code and its relevant policy.
- 28.7 (2005) Within ninety (90) days following the signing of the collective agreement (February 13th, 2006) a representative(s) of the Company and a representative(s) of the Union shall meet to review the Fairmont Royal York Gradual Return to Work Program (GRWP). Thereafter, said meeting shall take place on the anniversary date of the signing of the collective agreement.

Said meeting shall be for the purpose of discussing the GRWP. If a modification is needed and justified, said modification to the program shall be made following a written agreement. Furthermore, it is agreed that said GRWP shall not form or be appended to the collective agreement, but shall be posted in a conspicuous place for all employees to take note.

ARTICLE 29 - GENERAL (2005)

29.1 **WALKOUTS:**

(1996) Employees will not be required to make payment for legitimate walk-outs, provided they have followed all the Company procedures, used proper judgement in the execution of their duties, and immediately notify their Supervisor or Manager to allow for either prompt corrective action or investigation of such incidents.

29.2 **DAY CARE:**

(1996) The Company will participate on the Union's Committee on its research on the feasibility of having a Union/Employee's Day Care Centre for employees of The Fairmont Royal York.

29.3 **PRINTING OF THE COLLECTIVE AGREEMENT**

(1996) The Company agrees to print the Collective Agreement in booklet form at no cost to the Employees. The Union and the Company shall proof read prior to printing.

29.4 **CULINARY AND MAINTENANCE DEPARTMENTS, TOOLS ALLOWANCE:**

(1999) Where an employee working in either of the above-stated departments is expected to provide certain tools necessary in performing daily duties, the following will apply:

- a) Said employee must supply a complete and current inventory of all personal tools, duly identified, that are used in performing daily duties to their Department Head within thirty days of ratification and then by January 1st annually, following which the Department Head will confirm and approve said inventory;
- b) (2002) In the event of wear and tear through normal use, breakage or damage of said inventoried tools during working hours, the Company will, upon the presentation of purchase receipt and with the approval of the specified Department Head and/or the Human Resources Director, reimburse the cost for replacement with a tool equivalent to that inventoried, to a maximum of one hundred dollars (\$100.00) per year total.

29.5 **CULINARY TRAINING PROGRAM (2002)**

- a) The Union recognizes the right of the Company to institute a Culinary training program for apprentices and co-op students. Such apprentices and co-op students will be given the opportunity for training in as many aspects of the culinary department as the Fairmont Royal York Hotel will reasonably permit.
- b) No apprentices or co-op students may, during their established training program, apply to fill a job vacancy under the job posting provisions of the agreement, unless said apprentices or co-op students have completed or have curtailed their established training program. The co-op students will not interfere with the hiring of replacement workers in the Culinary Department or the recall of any culinary employee who is on lay-off. Apprentices will, in conformity with the established training program, perform duties throughout the Culinary Department and may be used to fill in for someone who is off or absent.

29.6 **UNIFORMS AND WORK CLOTHES :**

Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet or laundry service for such uniform shall also be supplied by the Company. Where there has been an established practice to supply employees with suitable clothes or uniforms, this practice will be continued.

(1996) Employees will not be permitted to wear uniforms except while on duty and will be held responsible for the proper care thereof.

29.7 **MEALS**

- a) (1993) All employees covered under the Scope of the Collective Agreement shall be entitled to one (1) free duty meal in an area designated by the Company at the time advised by their Supervisor. The price of such meal will be added to the employee's pay cheque for taxation purposes only. Furthermore, the parties agree that this duty meal will be taken on the employee's own time.
- b) (2005) An employee who is required by the Company to work a split shift which is comprised of at least seven (7) hours will be provided with a second free duty meal.

29.8 **(1999) SHOE ALLOWANCE**

(2002) The Company will reimburse up to 50% of the cost of purchasing or repairing one pair of safety shoes for full-time employees, who have completed their probationary period and are required by the Company to wear safety and/or non-slip shoes. The style and color of the shoes must be approved by the Company. Any dispute over who should be wearing safety shoes shall be referred to the Health & Safety Committee. (See Safety Shoe Policy at October 15, 2001 for categories below)

Category A: Steel toed, Non-skid sole (C.S.A. Approved), Closed toe, Closed heel.

Covered to a maximum of seventy dollars (\$70.00); Kitchen and Stewarding once (1) per year and all other departments in this category every two (2) years

**Kitchen Colleagues can purchase either steel-toe or Chef works shoes, as approved by Executive Chef for reimbursement

Category B: Closed toe, Closed heel, Non-skid sole, and of uniform color

Covered to a maximum of fifty dollars (\$50.00) every two (2) years

Category C: Shoes must be Closed toe, Closed heel.

It is recommended that shoes have non-skid soles, however it is not mandatory. In cases where colleagues purchase non-skid soled shoes they will be covered to a maximum of twenty-five dollars (\$25.00) every two (2) years.

29.9 **HOUSEKEEPING DEPARTMENT:**

(2002) In the Housekeeping Department the employees and the Company shall follow these guidelines in room assignments:

The Union and the Employer understand that the room attendants are paid to work by the hour. The wage is not based on how many rooms they clean.

The parties agree that room attendants are expected to take breaks and meal periods.

Procedure:

1. In the event that a Room Attendant believes she/he will not be able to complete the assigned number of rooms/turndowns in the time allocated, she/he shall advise his/her floor manager by mid-shift, and/or as soon as she/he is aware. If the room attendant encounters a particularly messy room early in the day, she/he should advise management immediately, in case it impacts them later in the day.

2. The floor manager, once they have called, will assess the situation, taking into consideration that breaks should have been taken.
3. Pending the outcome of the assessment, the floor manager shall arrange either assistance in the completion of the assignments or reduce the number of rooms assigned on that particular day.
4. (2002) Four (4) beds in the same room constitutes two (2) room assignments. These room assignments must be reduced from the daily assignment given to a room attendant.
5. (2002) Room attendants assigned twelve (12) or more checkouts will have their room assignment reduced by one (1). Room attendants' regular room assignment will not be altered in order to avoid the assignment of twelve (12) or more checkouts.
6. (2005) If a room attendant is required to clean on more than one (1) floor during a shift, her/his room assignment will be reduced by one (1) for each subsequent floor so assigned. (i.e. 2 floors less one room and 3 floors less 2 rooms)
7. (2005) Room attendants assigned ten (10) or more rooms having two (2) double beds in the same room and where said room is considered as one (1) credit, will have their room assignment reduced by one (1).
8. (2005) Rooms 3-164, 3-166, 3-190 & 3-194 rooms 4-164, 4-166, 4-190 & 4-194 are deemed to be big rooms, when four (4) or more big rooms are assigned to the same Room Attendant, she/he will have one (1) credit reduced from her/his assignment.
9. On Gold Floors (12th floor and rooms that are considered Gold on the 16th floor), the Room Attendant shall be assigned a maximum of fourteen (14) credits.

10. (2002) If a request is being made for changing of a day off or requesting a lieu day, an employee in the Housekeeping and Laundry Department must give two (2) weeks notice in writing of said request. Provided that the Company is able to maintain a qualified work force and/or subject to the demands of the service, said request should be granted.
11. (2002) In the Housekeeping Department the Houseperson and the Company shall follow these guidelines in daily assignments:
 - a) In the event that the Houseperson believes that he/she will not be able to complete the assignments in the time allocated, he/she shall advise his/her supervisor by mid-shift.
 - b) The Supervisor shall assess the situation, taking into consideration breaks allowed under the Collective Agreement.
 - c) Pending the outcome of the assessment, the Supervisor shall arrange either assistance in the completion of the assignments or reduce the assignments on that particular day.

12. (2002) COTS & CRIBS:

Effective with the date of signing of the new agreement:

- a) a sum of one dollar (\$1.00) shall be paid for the combination of set-up/take down of a cot or crib by the Housekeeping Houseperson;
- b) a sum of two dollars (\$2.00) shall be paid to the Room Attendant for the make up of a cot or a crib.
- c) a sum of two dollars (\$2.00) shall be paid to the Room Attendant for the make up of a sofa-bed when used by guest as a bed.

29.10 **IN ROOM DINING:**

1. CHEQUE:

In the room service department, the Company agrees that on the guest cheque it shall show “a suggested gratuity of 15%” with the understanding that non-payment of all or any service charge to the Company by the guest will be recoverable from the employee(s).

2. (1999) ORGANIZED TOUR BREAKFAST BOXES:

“Organized Tour Breakfast Boxes”: is defined as an event negotiated by the “Tour and Travel” department where there is a contractually agreed gratuity. Said function will be documented on a function sheet stating specific arrangement. It is agreed that the total gratuity amount shall be distributed amongst those unionized employees working in the Room Service Department and who are required to deliver said organized tour breakfast boxes.

3. (1999) ORGANIZED FUNCTION:

- a) The service charge of any (*) **organizedfunction** held in the hotel hospitality suite shall be split as follows: twenty-five percent (25%) will be at the disposal of the Company and it is understood and agreed that all said functions shall be worked as a team between captains and servers and that the remaining seventy-five percent (75%) will be divided on an equal basis between those unionized employees (captains and servers) who have worked functions during that shift.
- b) It is understood and agreed that on any given function there shall be one captain working with, or supervising, server(s) in a hospitality suite.
- c) It is understood and agreed that the Company shall continue its practice currently in effect as it relates to the daily regular room service orders which are provided to guest(s) in rooms other than hospitality suites.
- d) A copy of the known gratuity breakdown per employee shall be sent to the Union office on a monthly basis.
- e) Hospitality Suite Gratuity

From Hospitality Suite gratuity on organised functions, (out of the management portion) 2% to be either rolled into the Banquets Houseperson Pool or given to the Housekeeping Houseperson(s) equally divided amongst those that were assigned to the set-up of the hospitality suite and the resetting as a guest room on each occasion and paid on the payroll cheque.

(*) Organizedfunction: is defined as an event where there is a contractually agreed gratuity. Typically organized functions are held in a hotel hospitality suite. Said function will be documented on a function sheet stating specific arrangement.

4. GUEST ROOM MINI-BAR

Effective with the signing of the collective agreement, should a guest require that his/her mini-bar be emptied of its content or removed the mini-bar from the room, the Refreshment Centre Attendant assigned to said work shall receive one dollar (\$1.00) for emptying or removing said mini-bar and one dollar (\$1.00) for replacing and/or restocking said empty bar.

29.11 **(1999) SERVICE DEPARTMENT**

1. Rate (for tours baggage handling):

The Company will, at the time of negotiations with the Tour Organizers, negotiate a tour baggage handling price equivalent to a sum of:

(2002) \$2.50 in & \$2.50 out.

This article does not apply to transportation crews unless the baggage fee is part of the contract with the Company in which case the fee appearing in said contract shall apply. Furthermore, it shall not apply to contract(s) agreed to prior to the signing of the new Agreement. The parties agree that it will not be forced to refuse this business due to this article, but the Union will be given reasonable access to relevant documents which support the basis of the Company's decision that such tours would have been lost if the above charges were imposed.

It is further agreed that the Company will make every effort within reason to contract, subject to this formula.

2. a) The Company will, at the time of negotiations with the Convention Organizers, negotiate a box handling charge equivalent to a sum of two dollars (\$2.00).
 - b) The parties agree that it will not be forced to refuse this business due to this article, but the Union will be given reasonable access to relevant documents which support the basis of the Company's decision that such convention would have been lost if the above charges were imposed.
 - c) It is further agreed that the Company will make every effort within reason to contract, subject to this formula.
 - d) (2002) The procedure, application and distribution shall be as stated in the "Letter of Agreement #3" - Re: Guest Services Box Handling.
3. a) The Company will negotiate with the Xerox Business Centre a delivery charge per room equivalent to a sum of one dollar (\$1.00).

- b) The negotiated amount stated herein, shall be distributed amongst those unionized employees occupying a classification under the Service Department and are required by the Company to provide said service.
4. (2002) If day or afternoon Bellpersons experience a reduction of hours, they may declare their availability to work the Midnight schedule, the employee must inform his Department Manager within twenty-four (24) hours following the posting of the weekly work schedule of his intention.
5. (2002) A Bellperson may be required by seniority to perform shoe shine duties, and it is understood that a senior Bellperson may refuse provided that a junior bellperson is available on said shift. A premium of three dollars (\$3.00) (inclusive of pick-up and delivery) will be granted to said employee performing shoe shine duties.
- 29.12 (1999) In addition to the information referred to in Article 25 - Union Dues, which the Company has already agreed to release to the Union, the Company may release to the Union or an authorized Union representative, additional personnel information concerning the employees which may reasonably assist in the effective implementation and/or administration of this Collective Agreement. Each employee who is covered by this Collective Agreement agrees to permit the Company to do so.

With regard to any information released to the Union, the Union and its members collectively and individually shall save the Company harmless from any and all claims, actions or proceedings arising from the release of said information.

- 29.13 (1999) It shall be the duty of the employee or person to notify the Company=s Human Resources department promptly, in writing, of any change in his/her address or telephone number; if any employee or person fails to do this, the Company shall not be responsible for the failure of notice to reach him/her and any notice which appears on the employee=s personnel records shall be conclusively deemed to have been received by the employee or person on the third day after it was sent.

29.14 **NEW FUND (2002)**

Introduction of new fund as per the provisions of letter of agreement: Culture Fund (see Letter of Agreement #9)

ARTICLE 30 LAWS (2005)

- 30.1 **(1996) Laws:** It is understood that any changes in municipal, provincial or federal law applicable to the Company, and which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

ARTICLE 3 1-STRIKES AND LOCKOUTS (2005)

- 31.1 The Company agrees that during the life of this Agreement it will not cause or direct any lock-out of its employees and the Union agrees that during the life of this Agreement there will be no strikes or other collective action which will stop or interfere with the production or services and that if any such collective action should be taken it will instruct its members to carry out the provisions of the Agreement and to return to work and perform their duties in their usual manner

ARTICLE 32 - DURATION (2005)

32.1 This Agreement shall be in effect starting December 1st, 2005, and ending July 16th, 2008. Unless either party gives notice in writing to the other party within the last ninety (90) days of the Agreement it shall continue in force and effect from year to year thereafter.

Signed at Toronto, Ontario this 13th day of February, 2006.

For:
The Company

F. Pigeon

A. Cook

A. Chartres

I. Wilson

For:
The Union

P. Clifford

J. Perez

C. Phillips

M. Stroller

G. Ing

J. Timoteo

J. Junio

H. Liu

N. Worhaug

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

SCHEDULE "A"
Classification, Department & Wage rate

Classification	Present rate	Rate as of 2005/07/17	Rate as of 2006/01/17	Rate as of 2006/07/17	Rate as of 2007/01/17	Rate as of 2007/07/17	Rate as of 2008/01/17
Housekeeping Department							
Houseperson	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Room Attendant	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Carpet Cleaner	15.27	15.50	15.73	15.97	16.21	16.45	16.70
Storekeeper	15.22	15.45	15.68	15.92	15.15	16.40	16.64
Restocker Utility	15.80	16.04	16.28	16.52	16.77	17.02	17.28
Culinary Department							
Chef de Partie	19.61	19.90	20.20	20.51	20.81	21.13	21.44
Butcher	18.47	18.75	19.03	19.31	19.60	19.90	20.20
1 st Cook	18.47	18.75	19.03	19.31	19.60	19.90	20.20
2 nd Cook	16.76	17.01	17.27	17.53	17.79	18.06	18.33
Kitchen Utility	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Yorker's Attendant	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Benihana Sushi Senior	26.25	26.64	27.04	27.45	27.86	28.28	28.70
Benihana Sushi Junior	22.51	22.85	23.19	23.54	23.89	24.25	24.61
Senior Special Teppan Chef	19.32	19.61	19.90	20.20	20.51	20.81	21.13
Special Teppan Chef	18.18	18.45	18.73	19.01	19.30	19.59	19.88
Apprentice Year 1 (*)	12.93	13.12	13.32	13.52	13.72	13.93	14.14
Apprentice Year 2 (*)	14.78	15.00	15.22	15.45	15.68	15.92	16.16
Apprentice Year 3 (*)	16.62	16.87	17.13	17.38	17.64	17.91	18.18

EXPIRING JULY 16TH, 2008

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

Classification	Present rate	Rate as of 2005/07/17	Rate as of 2006/01/17	Rate as of 2006/07/17	Rate as of 2007/01/17	Rate as of 2007/07/17	Rate as of 2008/01/17
Maintenance Department							
Maintenance Mechanic Person	23.50	23.85	24.21	24.57	24.94	25.32	25.70
Plumber	23.50	23.85	24.21	24.57	24.94	25.32	25.70
Electrician	23.50	23.85	24.21	24.57	24.94	25.32	25.70
Maintenance person	19.98	20.28	20.58	20.89	21.21	21.52	21.85
Building Maintenance Person	19.98	20.28	20.58	20.89	21.21	21.52	21.85
Waste Disposal Operator	17.23	17.49	17.75	18.02	18.29	18/56	18.84
General Maintenance Person	16.36	16.61	16.85	17.11	17.36	17.62	17.89
Stewarding Department							
Waste Disposal Person	15.28	15.76	16.00	16.24	16.48	16.73	16.98
Steward	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Pot Washer	15.28	15.51	15.74	15.98	16.22	16.46	16.71
Pantry Attendant/Gold Floor	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Laundry & Valet Department							
Mechanic	16.94	17.19	17.45	17.71	17.98	18.25	18.52
Washperson	15.15	15.43	15.66	15.89	16.13	16.37	16.62
Clerk/Utility	15.64	15.87	16.11	16.35	16.60	16.85	17.10
Utility	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Laundry Attendant	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Seamstress	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Valet Attendant	15.36	15.59	15.82	16.06	16.30	16.55	16.80

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

Classification	Present rate	Rate as of 2005/07/17	Rate as of 2006/01/17	Rate as of 2006/07/17	Rate as of 2007/01/17	Rate as of 2007/07/17	Rate as of 2008/01/17
Telephone Department							
Senior Operator	16.22	16.46	16.71	16.96	17.22	17.47	17.74
Operator	15.22	15.45	15.68	15.92	16.15	16.40	16.64
Food Stores Department							
Storeperson	15.28	15.51	15.74	15.98	16.22	16.46	16.71
Refreshment Centre							
Attendant	15.05	15.43	15.66	15.89	16.13	16.37	16.62
York's Deli Outlet							
Attendant Cashier	15.05	15.43	15.66	15.89	16.13	16.37	16.62
Parking Department							
Valet Attendant #	11.47	11.64	11.82	11.99	12.17	12.36	12.54
Service Department							
Bell Captain #	10.45	10.61	10.77	10.93	11.09	11.26	11.43
Doorperson #	9.68	9.83	9.97	10.12	10.27	10.43	10.58
Bellperson #	9.13	9.27	9.41	9.55	9.69	9.84	9.98
In Room Dining Department							
Telephone Operator #	14.39	14.61	14.82	15.05	15.27	15.50	15.73
Captain #	10.45	10.61	10.77	10.93	11.09	11.26	11.43
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97

EXPIRING JULY 16TH, 2008

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

classification	Present rate	Rate as of 2005/07/17	Rate as of 2006/01/17	Rate as of 2006/07//17	Rate as of 2007/01/17	Rate as of 2007/07/17	Rate as of 2008/0 1/17
Epic Restaurant Outlet							
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97
Ass't Server #	10.17	10.32	10.48	10.63	10.79	10.96	11.12
Epic Lounge Outlet							
Bartender #	14.77	14.99	15.22	15.44	15.68	15.91	16.15
Stool bartender #	13.15	13.35	13.55	13.75	13.96	14.17	14.38
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97
Ass't Server #	10.17	10.32	10.48	10.63	10.79	10.96	11.12
Library Bar Outlet							
Bartender #	14.77	14.99	15.22	15.44	15.68	15.91	16.15
Stool bartender #	13.15	13.35	13.55	13.75	13.96	14.17	14.38
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97
Ass't Server #	10.17	10.32	10.48	10.63	10.79	10.96	11.12
York's Kitchen Outlet							
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97
Pipers Bar Outlet							
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97
Bartender #	14.77	14.99	15.22	15.44	15.68	15.91	16.15
Stool Bartender #	13.15	13.35	13.55	13.75	13.96	14.17	14.38

EXPIRING JULY 16TH, 2008

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

Classification	Present rate	Rate as of 2005/07/17	Rate as of 2006/01/17	Rate as of 2006/07/17	Rate as of 2007/01/17	Rate as of 2007/07/17	Rate as of 2008/01/17
Benihana Outlet							
Captain #	10.45	10.61	10.77	10.93	11.09	11.26	11.43
Server #	9.12	9.26	9.40	9.54	9.68	9.82	9.97
Busperson #	10.17	10.32	10.48	10.63	10.79	10.96	11.12
Bartender #	14.77	14.99	15.22	15.44	15.68	15.91	16.15
Stool Bartender #	13.15	13.35	13.55	13.75	13.96	14.17	14.38
Utility Attendant #	15.05	15.28	15.50	15.74	15.97	16.21	16.46
Banquets Department							
Attendant #	15.05	15.28	15.50	15.74	15.97	16.21	16.46

<p># = Signifies a gratuity classification</p> <p>(*) = Apprentice rate of pay shall be for the:</p> <p>1st Year 70% of the 1st Cook's rate</p> <p>2nd Year 80% of the 1st Cook's rate</p> <p>3rd Year 90% of the 1st Cook's rate</p> <p>Furthermore, the apprentice shall move from year to year in accordance with the Apprenticeship Act and there shall be no need to post said position.</p> <p>All increases shall become effective on the first day of the first pay period closest to the above stated date.</p>
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SCHEDULE "B" - BANQUET DEPARTMENT (2005)

- 0.1 (1999) Only employees of the Banquet Department occupying a position covered under clause 0.15 shall be governed by the present Schedule "B".

The capped number of full-time employees shall be recognized as follows:

- (2005) Servers: 22
- Bartender: 5
- (2005) Coffee Service Servers: 9

The capped number of part-time employees shall be recognized as follows:

- Servers: 25
- Bartender 8

- 0.2 The provisions of Article 6 - Management Rights - will apply to those employees covered under this Schedule.

- 0.3 (1996) All full-time employees covered by this Schedule shall receive all benefits, presently enjoyed by full-time employees covered by the Main Agreement, unless otherwise stated in this Schedule.

(2002) Part-time employees covered by this Schedule shall be eligible for the provision of article 16.1. Furthermore, insofar as "Public Holidays and Vacation with Pay", they shall only be eligible for those benefits in accordance with the Employment Standards Act of Ontario and/or to the terms and conditions spelled out in this Schedule.

- 0.4 (1996) This group of full-time employees shall consist of those employees currently having the status of full-time employees of the Banquet Department up to the maximum cap as indicated in clause 0.1. It is further agreed between the parties that should the Company either through increased volume, decreased volume, expanded or decreased facilities, find it necessary to increase or decrease the capped numbers stated in clause 0.1 above, it may do so by using a base of thirty-five (35) hours. The Union shall be advised on such increase and/or decrease.

- 0.5 It is further understood and agreed between the parties that the above stated capped numbers does not constitute any guarantee that work will be available nor that the Company is required to keep said capped numbers at that level.

0.6 (1999) The Company shall ensure that overtime hours are paid after completing twelve (12) regular hours in the same work day or forty-four (44) regular hours in the same work week, for employees covered under this schedule.

(2005) Full-time employees occupying a position within the classifications of server or coffee service server of the Banquet Department will be entitled to two (2) calendar days off duty in every week in accordance with seniority. Part-time employees occupying a position within the classifications of server and full-time and part-time bartenders of the Banquet Department will be entitled to one (1) calendar day off or three (3) shifts/functions off duty in every week in accordance with seniority.

(2005) Once a day off request is scheduled; said employee shall not have the right to change his/her assigned day off to displace another employee by assuming his/her scheduled shift. Said employee may only open their assigned requested day off in the eventuality a new shift is added after the scheduled has been posted and in order to maximize his/her regular hours up to forty-four (44).

(2005) Should a full-time server, at the specific request of Management, be required to work a specific shift/function in addition to those as per the provision of 0.7, said server shall not be penalized by removing one or more shift(s)/function(s) in an effort to balance the equalization of shifts/functions within the pool as stated in 0.7. It is agreed that this additional accommodated shift/function shall be above and beyond the scheduled equalization

(2002) The Company will, subject to its right to maintain a qualified and efficient work force, use its best efforts to schedule said days off as requested by full-time employees, with due regard given to the demand of the service. Full-time employees will advise their supervisor by noon the day prior to the posting of the schedule of their preferred days off.

(2005) The company will make every attempt to post the most current forecast at the latest by 5 PM on Monday for the scheduled work week starting on Friday.

(2005) Banquet Houseperson will be governed by the provisions of Articles 9 - Hours of work and 10 - Overtime of the main body of this Agreement.

0.7 (2005) The parties agree that all full-time servers covered under this Schedule shall be assigned on a rotation basis, provided that the Company shall be entitled to maintain a qualified and adequate work force and also subject to the application of days off as stated in 0.6 above, with a view to equalizing the available functions. It is further understood and agreed that said rotation shall be for any type of function (i.e. breakfast, lunch, or dinner).

(1996) It is further agreed that in the scheduling of available hours that full-time employees shall be scheduled first.

(2005) When new shifts become available the first priority of scheduling of said shifts will be determined in the manner of equalizing the number of shifts for each full time employee. When all full time employees are equalized, seniority will become the governing factor for distribution of said shift.

(2005) It is understood and agreed that all efforts will be made for the assignment of dinners in a manner that equalizes the workload throughout the full time staff.

0.8 Notwithstanding 0.7 above, assignments shall be made with due regard to the business demands and employees will be assigned as required to service banquets and/or meetings and/or receptions held in the hotel. Coffee service shall be scheduled amongst "Coffee Service Servers"

0.9 (1996) It is understood and agreed that for Imperial Room restaurant type service, gratuities shall be kept by the individual server working in said function. The Imperial Room is part of the Banquet Department and as such any other type of function will be treated as all other functions.

(2005) All due backs will be made available to the server working said function the next accounting business day.

0.10 (1996) The parties agree due to the potential variation in earnings caused by this rotation system that could result in non-equal distribution of functions, no employees shall have the right to refuse an assignment unless authorized by the Department Head, once authorized said employees shall not have the right to grieve because of non-equalization in that pay period.

0.11 (1999) An employee who has not been authorized and who refused to work two (2) assignments in any two (2) normal work weeks shall have his/her status changed to that of:

a) (2005) in the case of a full-time employee, he/she shall have his/her status changed to part-time employee and his/her name shall be inserted into the part-time seniority list at the top of part time employee list.

b) in the case of a part-time employee, he/she shall have his/her status changed to casual employee and his/her name shall be inserted at the top of the casual employees list.

- c) in the case of a casual employee he/she shall be inserted at the bottom of the casual employee's list. A casual employee who has not rendered compensated service in the last twelve (12) months, shall be removed from the Banquets casual employees list and deemed to have terminated his/her employment with the Company.

An employee who has his/her status and/or seniority changed shall only regain his/her previous status and/or seniority in accordance with the seniority provisions contained in this Agreement.

0.12 A server shall not be required to perform a cook's regular duty

0.13 The parties recognize that due to the peculiarities of the hotel business, there will be periods during the part-time employee's year where they will work in excess of the normal part-time cap of twenty-one (21) hours, but for the above stated reasons will not enjoy the full-time benefits as indicated.

0.14 (1996) For scheduling and/or booking of assignment within each classifications (servers, coffee service servers and bartenders), the herein ranking shall be followed whenever possible and practicable:

- First call full-time employees (in accordance with the provisions of article 0.7);
- Second call the part-time employees, by seniority;
- (2005) Third call casual employees, work will be distributed in the following manner:
 - o First by those who call in, in the order that they have called in on
 - o Second by performing a call around by seniority
- (2005) Fourth Call, extra employees (as defined in 0.31), work will be distributed in the following manner
 - o First by those within the Banquet Department
 - o Second those within the Food & Beverage Department
 - o Third all other employees within the Hotel
- Casual employees shall be offered promotions, when available, to part-time position based on date of entry into service.
- Except in circumstances beyond the Company's control, any schedule modification requires twelve (12) hours prior notice to full-time and part-time employees covered by this Schedule.

- Housepersons shall be scheduled by seniority. For the purpose of scheduling, it is understood that full-time employees are considered senior to part-time employees and part-time employees are considered senior to casual employees.

0.15 **Classification & Wage:**

Classification	Present	Rate as of	Rate as of	Rate as of	Rate as of	Rate as of	Rate as of
	Rate	2005/07/17	2006/01/17	2006/07/17	2007/01/17	2007/07/17	2008/01/17
Server #	9.13	9.27	9.41	9.55	9.69	9.84	9.98
Coffee Server #	9.13	9.27	9.41	9.55	9.69	9.84	9.98
Bartender #	13.46	13.66	13.87	14.07	14.29	14.50	14.72
Houseperson #	15.05	15.28	15.50	\$15.74	15.97	16.21	16.46

Note: # = Signifies a gratuity position.

All increases shall become effective on the first day of the first pay period closest to the above date.

0.16 (2005) **Food & Wine**, (excluding cash wine sales): Twenty-one point five percent (21.5%) of the food and wine (excluding cash wine sales) service charge shall be at the disposal of the Company. Seventy-eight point five percent (78.5%) of the food and wine (excluding cash wine sales) service charge will be distributed amongst the unionized staff as follows:

- 75% to Servers
- 2.5% to Housepersons
- 1% to Stewards

(2005) **Coffee Service**: Twenty-one point five percent (21.5%) of the food and wine (excluding cash wine sales) service charge shall be at the disposal of the Company. Seventy-eight point five percent (78.5%) of the food and wine (excluding cash wine sales) service charge will be distributed amongst the unionized staff as follows:

- 75% to Servers
- 2.5% to Housepersons
- 1% to Stewards

(2005) **Beverage Host Bar:** Twenty-one point five percent (21.5%) of the beverage host bar service charge shall be at the disposal of the Company. Seventy-eight point five percent (78.5%) of the beverage host bar service will be distributed amongst the unionized staff.

- 75% to Bartenders
- 2.5% to Housepersons
- 1% to Stewards

(2002) **Corkages:** The amount of negotiated corkage charges will not include or be subject to a percentage of gratuities but rather a fixed amount of which a full thirty-five percent (35%) of said amount will be incorporated into the daily unionized gratuity pool for distribution, The remaining portion of said amount will be left at the Company's discretion.

0.17 **Pooling of service charges period:**

The distribution of the unionized staff portion of service charge shall be as follows:

The parties agree to the pooling of gratuities of all breakfasts, lunch, and dinner functions for the two (2) week pay period. Two (2) pools of gratuities, one for full-time servers and one for all the remaining servers.

- (a) Full-time service gratuity pool will be administered as follows:
For each period there will be one gratuity pool for each meal period:
- Breakfast
 - Lunch
 - Dinner

The gratuities pools will be divided between the servers based on the number of functions served, in each meal period, over the two week pay period.

- (b) (2005) The parties also agree to a separate pooling of gratuities for coffee service. This pool will be solely for those servers assigned to coffee service.

(2005) Coffee service shall include buffet functions that contain no more than one (1) hot item on a breakfast, and do not include the physical setting of tables, butlering of food or beverage and are not a working lunch or dinner. All continental breakfasts with a guarantee of one hundred (100) persons or more are to be considered breakfasts. All continental breakfast with less than one hundred (100) persons are to be considered coffee service within said guidelines

- (c) (2005) Receptions and Sweet Tables will be separated from the main pool of the Breakfast, Lunch, Dinner and Coffee Service. These will be distributed in a manner that equalizes the workload throughout the service staff.
- 0.18 (2005) **C.O.D/ Bar:** It is agreed that on C.O.D. bar ticket sales charges shall not be less than fifteen percent (15%). Twenty-one point five percent (21.5%) shall be at the disposal of the Company and seventy-eight point five (78.5%) for unionized staff to be distributed as follows:
- 75% to Bartenders
 - 2.5% to Housepersons
 - 1% to Stewards
- 0.19 **Bartenders:**
The portion of gratuities allocated to each unionized staff as stated above shall be equally divided amongst those who have provided the service and they shall receive from the Company an itemized breakdown for each function worked and their service charge, every two (2) weeks.
- 0.20 (2005) **Banquet Housepersons and Stewards:**
The Company will pool the appropriate portion of gratuities for unionized employees on a pay period basis and shall distribute same on an hourly basis [i.e. one (1) hour worked equal one (1) point] to those unionized employees. They shall receive a breakdown of all gratuities payable to same.
- 0.21 (1996) A copy of the known gratuity breakdown per employee shall be given to the Union on a bi-weekly basis.
- 0.22 It is agreed that checks, or relevant documents, showing the total amount of service charge signed by the guest, will be available for inspection by the Union upon written request. Non-payments by guest or refunds to guest of such service charge shall be deducted and adjusted from subsequent distribution. The Union shall be notified accordingly of such adjustments on non-payments and/or refunds.
- (1996) Should the Union be successful in demonstrating to the satisfaction of the Company that the actual service provided by the servers is not responsible for such refunds, then their portion of gratuities shall not be deducted and adjusted on subsequent distribution.
- 0.23 **V.I.P. Functions:** All V.I.P. functions which are sponsored and paid by The Fairmont Royal York shall have a ten percent (10%) service charge based on the retail price of which one hundred percent (100%) shall be inserted into the unionized gratuities pool.

- 0.24 **Butlering of Drinks:** When a function calls for butlering of wine, champagne or liquors, following a visual inventory made by the supervisor, the appropriate portion of gratuities shall be divided as follows:
- Bartenders 50%
 - Servers 50%
- 0.25 (1999) All employees working an eight (8) hour shift in any one day shall be allowed to avail himself/herself of the provision of article 29.7 of the main body of this Agreement,
- 0.26 (2002)
- (a) Corkage: Effective with the signing of this Collective Agreement, the amount of all newly negotiated corkage charges will not include or be subject to a percentage of gratuities but rather a fixed amount of which a full thirty five percent (35%) of said amount will be incorporated into the daily unionized gratuity pool for distribution. The remaining portion of said amount will be left at the Company's discretion.
 - (b) It is understood that all contracts signed prior to the signing of this Collective Agreement, will not be affected by the provisions stated in (a) above.
- 0.27 It is agreed that the daily total gross amount of gratuities per function shall be posted, by the latest the following day, on the Banquet board.
- 0.28 Whereas both parties have agreed that after all Banquet Bartenders have been scheduled to work a regular work week, any bartender not covered by Schedule B will be allowed, based on seniority, to work as a banquet bartender. It is understood that only those bartenders who have not completed forty (40) regular hours in any week and provided such additional hours will not incur overtime will be entitled to said provision.
- (2005) All coffee service shifts are to be assigned on rotation basis amongst coffee service servers. Once all coffee service servers have scheduled to work a regular work week, any remaining shift will be offered by seniority to Banquet servers in order to complete his/her regular work week.
- 0.29 (a) (2005) Where a server is required to perform clean up after a meal service and is advised by Management that he/she will have to wait, he/she shall be paid for the waiting time.
- (b) (2005) Servers specifically assigned to clean-up duties at Dinner will be paid at the Banquets Houseperson's rate for the hours assigned to clean-up.

- 0.30 (2005) Assignment for employees occupying a position under the classification of Houseperson covered by Schedule "B" shall be made with due regard to the business demands and employees will within each classification be assigned as required based on their date of entry into service.
- 0.31 (1999)
- (a) Within each classification, following the posting of the work week schedule, available regular hours of work shall be offered by seniority to qualified employees who have been scheduled to work less than forty-four (44) regular hours within said week.
- (b) (2005) It is agreed that the above will not apply to requested days off awarded under the provisions contained in this Schedule unless mutually agreed between the employee and his/her supervisor. Said additional hours of work will be paid at the regular wage. An employee who chooses to refuse such additional regular hours shall not be entitled to grieve the loss of such hours of work.

0.32 **12005) Tr for In-House Extras :**

Employees selected will be trained and if they have successfully completed the training program, will be put on the extra call list for banquet servers.

Employees selected under this provision are required to work their assigned shifts in their home department before being considered for hours in the banquet department. Seniority for hours worked, as a banquet server will not accrue under this provision.

- 0.33 During the transition period of the new gratuity pool system outlined in 0.17 (a), a representative group from Full-time, Part Time, and Casual Servers to a maximum of six (6), selected by the President of UNITE HERE Local 75 or his/her designate, shall meet with the company in order to ensure its smooth transition, and, if needed and justified, adjust or modify said new gratuity pool system.

0.34 **Banquets Gratuity Integrity**

The Company and the Union believe in a gratuity system, which is transparent, open and accountable. The Company agrees that the Committee as indicated under 0.33 of the Schedule "B" shall ensure the integrity of the gratuity calculation and that the payments are transparent.

Furthermore, all information pertaining to the gratuity calculation and payment is open for full disclosure to said Committee.

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF AGREEMENT # 1 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
Local 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: GRATUITIES ON LARGE GROUPS

The Company agrees that when a party of eight (8) persons or more are going to have lunch or dinner in our dining rooms, the person responsible for payment of the bill for the entire party will be contacted by the Maitre "D" or the Assistant Maitre "D" with a view of suggesting that a gratuity of fifteen percent (15%) will be added to the bill. If the person objects, no such gratuity is to be added. Furthermore, as it is a suggested gratuity even though it may be shown on the bill, the guest is under no obligation to pay it. Finally, if the guest complains about the service, the gratuity is not added to the cheque. It is understood that said fifteen percent (15%) gratuity will not be automatically added.

Furthermore the Company, when reprinting a new menu for Food and Beverage Outlets shall have indicated on said menu the following: "May we suggest a 15% gratuity be added on a party of eight persons or more on a single cheque".

Agreed to in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 2 (2005)
BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL **YORK** HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: IN ROOM DINING - TELEPHONE OPERATOR

It is agreed that the Company shall grandfather the practice of paying on an employee's pay cheque, based on an hourly formula for each pay period (i.e. one (1) hour worked equal one (1) point), an amount equal to five percent (**5%**) of the total daily declared unionized gratuity in the In Room Dining Department, to those employees whose name is stated herein:

- Lofters, Olivia

Said grand-fathering provision shall continue to apply for as long as an employee is occupying the position of "Telephone Operator #" in the In Room Dining Department.

It is agreed that the five percent (**5%**) distribution of the total declared unionized gratuity in Room Service shall be distributed monthly on a prorated basis to those In Room Dining Telephone Operators whose names appear herein, on the number of hours worked as a percentage of total hours worked for all In Room Dining Telephone Operators.

For further clarification, we will divide the amount of said five percent (**5%**) by the total number of hours worked by all In Room Dining Telephone Operators to obtain an hourly amount. Said hourly amount will then be multiplied by the individual hours worked by those employees covered by this letter.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 3 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: GUEST SERVICES BOX HANDLING

This letter is further to clause 29.11 2. of the Collective Agreement and will apply for the life of the Collective Agreement.

- 1) Box Handling is the Guest Service department responsibility when:
 - a) boxes arrive with a guest via West, Front or East Doors to any destination or vice versa,
 - b) from meeting room to the West, Front or East Doors to meet a guest,
 - c) from a meeting room to a guest room and vice versa,
 - d) from a guest room to the Xerox Business Centre and vice versa,
 - e) from the hotel designated storage room to a guest room and vice versa.
- 2) The two dollars (\$2.00) box handling fee shall only apply once per box regardless of the number of times the box is moved. The box handling charge will only be applied at the point the box comes in contact with a bellperson at the Front, East or West guest Doors.
- 3) A box is defined as a typical 12 bottle liquor box approximately 20" x 20" x 20" or bigger.
- 4) The box handling fee shall not be applicable to the Guest Service department where:
 - a) a guest arriving or checks out with five or less boxes; in such cases the tip shall be at the discretion of the customer,
 - b) a courier is delivering boxes to the hotel on behalf of a guest or exhibitor. In such cases it is up to the courier to deliver the boxes to the Xerox Business Centre. It is Xerox's responsibility to take any boxes from their business centre to the storage location designated by the hotel,
 - c) the boxes enter through the receiving doors of the hotel and are delivered by the banquet houseperson.

- 5) In order to obtain the fee the bellperson must complete a Sundry Charge Form (available at the bell desk and valet office) listing the number of boxes, name of guest and the total fee. This Sundry Charge Form must then be signed by the guest. The box must then be stamped (available at the valet office and the bell desk) on the side of the box to signify that it has been received.
- 6) The Sundry Charge Form is to be given to the Front Desk where they will charge the guest account and post a credit to the master box handling account for the bellperson classification. Should the guest decide to pay cash the guest will sign the same Sundry Charge Form and mark paid in cash. The cash and charge form shall be given to the Front desk to post to the master box handling account.
- 7) We will bill only when the charge is agreed to by the guest. If for any reason the guest refuses to accept the fee then the tip will be arbitrary or not at all. The hotel will not be responsible for any guest refusing to accept the box handling fee.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 4 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE BANQUETS PORTER BOX HANDLING

The Company and the Union recognize a box handling fee for union Banquet Porters subject to the following terms and conditions:

- 1) The box charge will be in effect when there is an agreement between the Conference Services/Catering department and the client by way of written/signed agreement indicating the approval of the client to the assessed charges. This will be communicated by way of Banquet event order and /or convention resume. All other arrangements will be considered complimentary box movement.
- 2) The Company will at the time of negotiations with the Convention Organizers, negotiate a box handling charge equivalent to a sum of two dollars (\$2.00) per box. This letter does not apply to contract(s) agreed to prior to June 1st, 2001 with the convention coming to the hotel after June 1st, 2001; however, every effort will be made to contract for such box handling charges. The parties agree that the company will not be forced to refuse future contracts if the client objects to this charge.
- 3) Box handling is the Banquets Porter responsibility when:
 - a) boxes arrive at the receiving entrance of the hotel or by hydraulic elevator on the east side of the building to the Xerox Business Centre or the hotel designated storage room or meeting room or exhibitor area and vice versa.
 - b) from the hotel designated storage room to a meeting room or exhibitor area and vice versa.
 - c) from one meeting room or exhibitor area to another and vice versa.

- 4) The two dollars (\$2.00) box handling fee shall only apply once per box regardless of the number of times the box is moved. The box handling fee shall be charged to all contracted group business and shall be included in all group contracts issued by the hotel.
- 5) A box is defined as a typical 12 bottle liquor box approximately 20"x20"x20" or bigger.
- 6) A fee of twenty dollars (\$20.00) shall be applied for a pallet of boxes arriving for a meeting room or exhibitor area that does not require breaking down into smaller quantities and is therefore moved by a pallet truck. The individual box handling charge shall not apply in such a circumstance.
- 7) The box handling fee shall be pooled and distributed to all unionized Banquet Porters based upon hours worked during a biweekly pay period and paid on the employees pay cheque.
- 8) The box handling fee shall not apply for the Banquet Porter where the box arrived with the guest or exhibitor via the front, east or west door and a guest services department employee delivered the box to the designated storage area, Xerox Business Centre or to a meeting room or exhibitor area.
- 9) The parties agree there will be a monitoring system put in place where one designated Banquets Porter can review the contracts the company has with convention organizers where box handling is an issue.
- 10) All contracted group business will be billed, however, it is understood that not all boxes can be billed. This may apply to exhibitors, which do not have an account with the hotel and may not be staying at the hotel. The porter cannot make a differentiation between billed and non billed boxes and must move all boxes in order to receive the above described billing.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 5 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: DOOR PERSON SCHEDULING & PARKING SPOTS

The Company agrees to maintain the present practice of scheduling Doorpersons at each door as required.

The Company agrees to assign ten (10) parking spots (situated at the East Door) to the Doorpersons two (2) of which must be available for handicapped parking when required.

Furthermore, both parties shall meet within fourteen (14) calendar days of the signing of the new collective agreement to discuss the issue of gratuity versus services to guest protocol and standard of service as it applies to Door person.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF AGREEMENT # 6 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: TTC PASS ALLOWANCE

The Employer agrees to contribute into the TTC Pass Allowance, five cents (\$0.05) per hour worked by full-time employees. Starting January 1st, 2006, the Company contribution into the TTC Pass Allowance shall be six cents (\$0.06) for all hours worked by full-time and part-time employees.

Part-time employees who, as of October 2005, are already receiving the TTC Pass Allowance shall be grandfathered and shall continue to receive the same allowance granted to full-time employees.

Starting with the month of December 2005, part-time employees who are joining for the first time The Fairmont Royal York Metro Pass Plan, shall only be entitled to fifty percent (50%) of the Fairmont Royal York Metro Pass Plan allowance granted to full-time employees.

An employee may purchase a Fairmont Royal York Metro Pass, through payroll deduction.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 7 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: GRATUITY NOT INCLUDED

The Company agrees to print the statement "Gratuity Not Included" on restaurant/bar bills and on baggage and valet parking tags.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 8 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: HEALTH AND WELFARE CONTRIBUTION WHILE ON LEAVE OF ABSENCE

It is agreed that once in a period of five (5) years, the Company will continue to make contributions on behalf of an employee for the first month of an authorized personal leave of absence. The company will, using the same number of weeks as E.I., establish the average weekly number of hours to use in the computation of the Company's contribution to the "Plan", total number of hours, in any one month, shall not exceed one hundred and twenty-eight (128) hours in the computation of the Company's contribution to the "Plan". . Said provision shall not apply during the low seasonal period when hours of work are reduced because of business fluctuation.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF AGREEMENT # 9 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: CULTURE FUND

The Company agrees to contribute one cent (\$0.01), from the date of ratification, per hour worked per employee into the UNITE HERE Local 75 World Culture Fund of Toronto's Hotel Workers.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 10 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: BENIHANA SCHEDULE

The following to be implemented on a trial period of three months and will be discussed amongst the parties at the conclusion of the trial period on its acceptability.

The parties agree to meet and discuss within fourteen (14) days of ratification of this agreement to describe, explain and implement changes to the schedule for:

- (a) A Benihana Cook may be scheduled Monday to Friday for eleven (11) hour shifts up to a maximum of forty-four (44) regular hours over a week, which are not subject to overtime. A Benihana Cook may be scheduled a combination of either three (3) days of eleven (11) hours and one day of eight (8) hours for up to forty-one (41) regular hours, which are not subject to overtime. Or conversely may be scheduled Saturday and Sunday at eight (8) hours shifts and two (2) other days at eleven (11) hours up to thirty-eight (38) regular hours. Therefore a Benihana Cook may be schedule either four (4) or five (5) days in a work week.

The Employee will be entitled to one half hour lunch break and three fifteen (15) minute breaks during the eleven (11) hour shift.

The cooks will be scheduled according to seniority. Any changes in business volumes will be reviewed with the union prior to an adjustment to the schedule.

During off hours in Benihana the cooks will have their half hour unpaid lunch period and two (2) fifteen (15) minute breaks. The remaining time will be worked in the main kitchen performing duties assigned by the executive chef or his designate.

- (b) The current stewards in Benihana may be scheduled in the same manner as stated in (a) above. If this option is chosen the classification shall be called Benihana Utility.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF AGREEMENT # 11 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
UNION LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: VALET ATTENDANT

It is agreed that the present higher rates of fourteen dollars and five cents (\$14.05) shall be incumbency rates and shall only apply to Harun Abdullahi as long as they maintain the same classification/position. Any employee placed into the classification/position of night valet attendant shall be governed by the applicable rate of pay as found under Schedule "A".

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 12 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: UNITE HERE ONTARIO COUNCIL UNION EDUCATION FUND

Starting January 1st, 2007, the Company agrees to contribute one cent (\$0.01) per hour worked per employee into the UNITE HERE Ontario Council Union Education Fund.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 13 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: IN ROOM DINING GRATUITY

In the In Room Dining Department, an automatic fifteen percent (15%) gratuity shall be added to hotel guest checks should all service in said Department be performed by teams. The team approach does not apply to the midnight shift if there is only one (1) server working on the shift. This change shall only take place **if** the majority of servers working in the In Room Dining Department vote in favour of this proposed change. One (1) representative of the Company and one (1) Representative of the Union shall conduct said vote.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF AGREEMENT # 14 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: IN ROOM DINING NON-GRATUITY TELEPHONE OPERATOR

In the In Room Dining Department, the incumbent of the classification of Telephone Operator not identified as gratuity earner's rate, shall be green circled and if and when the last incumbent of the existing Telephone Operator classification identified as gratuity earner leaves, then the classification of Telephone Operator with no gratuity identification shall replace the present existing one.

Furthermore, said classification of Telephone Operator not identified as gratuity earners shall have the present base rate of fifteen dollars and nine cents (\$15.09) adjusted by adding eleven cents (\$0.11) prior to any increase. Said classification shall, for the life of this collective agreement, receive the same percentage of increases as those agreed to for non-gratuity earners.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF AGREEMENT # 15 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: BANQUET ASS'T HEAD HOUSEPERSON

The present classification of Banquet Ass't Head Houseperson shall be abolished and the present incumbent shall be inserted into the Banquets Houseperson classification and seniority list, using his/her Department accumulated seniority. Furthermore, said incumbent shall maintain his/her current base rate of pay and shall be "green circled" for as long as he/she remains in the classification of Banquet Houseperson. Should he/she move to another classification of leave his/her employment, said base rate shall be abolished.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF UNDERSTANDING # 1 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: RETIREMENT ALLOWANCE

For those employees whose age and service equal seventy-five (75) and who choose to retire after age sixty (60), they shall be entitled, upon retirement, to a lump sum payment of six hundred dollars (\$600.00) for every five (5) years of service or part thereof to a maximum of three thousand dollars (\$3,000.00).

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF UNDERSTANDING# 2 2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: TAGGED BAGGAGE

The parties agree that service shall be provided by bargaining unit members, and they shall be called to provide the appropriate service.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF UNDERSTANDING # 3 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: UNION'S NEGOTIATING COMMITTEE AND OBSERVERS

As a result of discussion during the negotiation, it is understood that the selection, composition and number of the Union's negotiating committee and observers are the exclusive discretion of the union. The union's negotiating committee shall not exceed the provisions of article 24.8 and it is further agreed that the number of observers at any one time during a negotiation session shall not exceed ten (10) persons.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF INTENT # 1 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: INCUMBENCY RATE

For those employees who are still actively employed as of February 13th, 2006 and are receiving an incumbency rate, it is the intention of the Company to apply the dollar value, which employees occupying the same classification will be receiving, to their present incumbency rate.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF INTENT # 2 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: HOUSEKEEPING HOUSEPERSON

The Company and the Union will meet within ninety (90) calendar days following February 13th, 2006 in order to assess the ratio of Housekeeping Housepersons assigned on floors.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF INTENT # 3 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: DUE BACKS

It is the intention of the Company to ensure proper arrangements are made so that due backs are paid the following day (Monday to Friday from 9:00am to 5:00pm and Saturday & Sunday from noon), for those employees working in one of the classifications in Epic Restaurant and/or Epic Lounge. Said arrangements shall be in effect within sixty (60) calendar days following September 9th, 2002.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF INTENT # 4 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: UNIFORM PURCHASES

Should the Company purchase newly designed uniforms (not replacement) and provided that quality, delivery and the **cost** are equal or better, preference shall be given to unionized provider, firstly to UNITE HERE Canada unionized provider, Should the lowest unionized provider be relatively equal, in regards to quality, delivery and the cost, of the potential non-unionized provider, and as long as it is within the limit of the laws, the Company and the designated Union representative shall meet to discuss the implementation of this provision.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF INTENT # 5 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: HOTEL NON-UNION CLEANING AGENCY

Upon termination of Andorra's contract (the hotel non-union cleaning agency), the Company will advise said contractor or any new contractor that The Fairmont Royal York is a unionized place with the UNITE HERE Local 75 Ontario Council. Furthermore, the Company will ask them to stay neutral in regards to employees joining the union and try to arrange a meeting with the UNITE HERE Local 75 Ontario Council. Should the Company decide to end the work contracted in/out, it shall bring said work into the bargaining unit. Furthermore, the Company shall meet with the Union to establish in what classification(s) and Department(s) said work will be assigned.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF INTENT # 6 (2005)

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: FAIRMONT HOTELS & RESORTS CORPORATE OFFICE GRATUITY

Effective February 13th, 2006, in the eventuality that Fairmont Hotels & Resorts Corporate Office order food and/or beverage from the Fairmont Royal York hotel, the gratuity charge shall be on the full pricing listed in either the special corporate menu or on the amount listed on the In Room Dining menu.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

LETTER OF INTENT # 7 (2005)

BETWEEN:
LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND
UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

RE: HOUSEKEEPING WORKLOAD

Within ninety (90) days following the ratification (November 16th, 2005), the Company will meet with the Union Representative and two (2) Room Attendants chosen by the Union to look at ways to reduce the workload.

Signed in Toronto, Ontario this 13th day of February, 2006.

For:
The Company

For:
The Union

I. Wilson

P. Clifford

APPENDIX "A" – EMPLOYEE'S STATUS CHANGE

Date

NAME

Dear Name:

As you may be aware article 3.5 (b) of the Collective Agreement states, should a part-time employee occupying a position (covered by the bargaining unit) average twenty-four (24) hours or more a week over a twenty-six (26) week period he/she shall only then be classified as a full-time employee and will only then be eligible for all full-time benefits.

At your request and according to our records you are meeting the requirements to obtain a change in your employee status from part-time to full-time status on (date).

As not every employee is able to fulfill the availability requirements of being a full-time employee we are prepared to offer you the following options:

Option A:

You will be placed on the schedule as a full-time employee effective (date). Your seniority date will however show as (date) for departmental and benefit purposes.

Option B:

You may choose to remain as a part-time employee and work as needed by your department. You will not have entitlement for the full-time benefit coverage.

We ask that you confirm your acceptance by signing either Option A, or Option B and that you understand the seniority and scheduling implications. Please return the signed copy of this letter to Human Resources by (date),

Sincerely

Human Resources

cc: Dept Head
Chief Shop Steward
Local 75

NAME

Page 2

OPTION A:

I agree to be placed on the schedule as a full-time employee.

Employee Signature

Date

Option B:

I wish to remain as part-time status.

Employee Signature

Date

THE FAIRMONT ROYAL YORK & UNITE HERE LOCAL 75 ONTARIO COUNCIL

LETTER OF AGREEMENT - NOT APPENDED TO THE COLLECTIVE AGREEMENT

BETWEEN:

LEGACY HOTELS CORPORATION
(FAIRMONT ROYAL YORK HOTEL)
(HEREAFTER REFERRED TO AS THE COMPANY)

AND

UNITE HERE ONTARIO COUNCIL
LOCAL 75
(HEREAFTER REFERRED TO AS THE UNION)

Re: UNITE HERE Health and Welfare Trust Plan

Prior to any enhancement to the present coverage provided by the UNITE HERE Health and Welfare Trust Plan, the Board of Trustees and the Plan administrator will provide The Fairmont Royal York hotel with the confirmation that said enhancement(s) are feasible and within the confines of the Company's contribution into the plan as stated in the existing collective agreement.

Signed in Toronto, Ontario this 13th day of February, 2006.

For the Company

For the Union:

F. Pigeon

P. Clifford

152