

COLLECTIVE AGREEMENT

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

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- 1.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Union, the Employer and its employees; to provide machinery for the prompt and equitable disposition of grievances, to maintain satisfactory working conditions as established in this present Agreement, and hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.2 Where a date appears at the beginning of a provision or in the heading for a provision, that is simply for the use of the parties to identify when the provision was introduced to the collective agreement or last amended. The date has no bearing on the interpretation of any collective agreement provision.

2.1 **(2005) WORKPLACE DIGNITY:**

The Union and the Employer 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 Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of respect and dignity. To that end the Employer 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 "Discrimination and Harassment Prevention policy" set by Fairmont Hotels and Resorts. The Employer agrees this policy 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 the policy identified in Article 2.2.

2.4 The Employer shall ensure that the employees occupying a position not covered by the scope of this Agreement shall adhere to and be governed by the policy identified in Article 2.2.

2.5 (2002) The Employer shall post a copy of said policy and any amendments thereafter. 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 discrimination and/or harassment complaint with the Employer, and said complaint must be filed with the Employer within a thirty (30) calendar day period from the date when the circumstances giving rise to such complaint has occurred.

(b) In the event that the employee accused of discrimination and/or 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 under Article 2.6 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 Employer's decision.

2.8 (2002) Except when required for the purpose of the grievance and arbitration procedure pursuant to the collective agreement, particulars of a complaint under Article 2.6 may not be divulged.

3.1 (1996) An employee means a person employed by the Employer 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 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 Employer.

3.3 **FULL-TIME EMPLOYEE**

(1999 & 2008) "Full-time employee" means an employee working in a position covered under Schedule "A" of this Agreement or working in the classification of 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. Should a Full-time employee choose to change to Part-time status, the employee classification seniority date will be transferred directly onto the Part-time list, provided that the Employer is not obliged to increase the overall size of the Part-time list.

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 the classification of 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 make a written request – no more than twice in any calendar year - 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, 2000*.

3.7 **CASUAL EMPLOYEE**

(1999 & 2008) "Casual employee" means a person working in the Banquets Department or the Parking 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 **WORK WEEK**

(1999) "Work week" 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.

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 & 2008) The Union and the Employer agree that employees not covered by the scope of the Agreement will not perform duties that 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, "emergency" shall be a situation that arises from an unforeseen event, including that caused by the absence of an employee with insufficient advance notice (as defined in Article 17.2) or unanticipated absenteeism of a significant number of employees. For further clarification, under no circumstances would this provision have the purpose or effect of eliminating any scheduled position, nor would it justify chronic understaffing.

The parties acknowledge that the unique nature of the Culinary Department in this Hotel means that Sous-Chefs have a certain degree of involvement in cooking activities.

4.3 Effective with the date of ratification of the "Memorandum of Settlement" signed on July 18th, 1996, the Employer 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 Employer 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 by the parties in collective bargaining is for administrative purposes only and the bargaining unit includes all replacement Department(s), Outlet(s) or Classification(s) providing similar work. The same would apply to the re-opening of Department(s), Outlet(s) or Classification(s) providing similar work.

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

- 5.1 (1996) The Employer acknowledges that the Union is the exclusive bargaining agent and representative of all employees of the Employer 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.

- 6.1 The Union acknowledges and agrees that the Employer shall continue to reserve all rights, powers and authority to manage the Employer and to direct the work forces. Without restricting the generality of the foregoing, such rights of the Employer 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 Employer;
 - 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 Employer policies.

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

- 6.2 (2008) It is understood and agreed that these rights shall be exercised in a reasonable manner that is consistent with the terms and conditions of this Agreement. It is further understood that a claim by an employee or employees that the Employer has failed to exercise these rights in such a consistent manner shall be proper subject matter for a grievance.
- 6.3 (2002 & 2005 & 2008) Should the Employer intend to modify any task(s) that exist(s) as of the date of ratification 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 provide an explanation and reasonable justification of the modification.

6.4 **(2005 & 2008) REASONABLE WORKLOAD:**

If the Employer makes changes which result in a significant increase in the workload of employees in any classification during the term of this agreement, the Employer will advise the Union of the changes and will review with the Union the workload increase and whether a modification in workload, compensation or other accommodation or recognition is appropriate. The Union retains the right to claim 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 file a grievance. The Union has the onus of establishing a violation of the collective agreement; however, the Employer acknowledges that it has the burden of presenting evidence to provide an explanation and reasonable justification of the increase in workload, which shall include the production of any staffing level guidelines on reasonable request by the Union. The parties agree to facilitate the grievance process by sharing relevant information at an early stage.

6.5 **(2008) PROVISION OF SUPPLIES:**

The Employer will act reasonably and in good faith to provide employees with necessary supplies and equipment for the performance of their duties.

6.6 **(2008) POLICIES, RULES & REGULATIONS:**

The Employer's policies, rules and regulations – whether new, old or revised – shall be reasonable and applied in a reasonable and good faith manner.

- 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 Employer 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:**
- (2008) 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 cents (\$0.50)* per hour for each hour worked on the midnight shift.
- (2008) Those employees occupying classifications under the Stewarding Department, for 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 cents (\$0.50)* per hour for each hour worked.
- *This amount will increase to sixty cents (\$0.60)* per hour effective January 1, 2009 and to seventy cents (\$0.70)* per hour effective January 1, 2010.
- 7.7 **(2008) ENGINEERING PREMIUM:**
- a) Employees in the Engineering Department are not subject to a shift rotation. Instead, the parties have agreed to a system whereby a mock schedule is posted and shifts are bid on by seniority.

- (b) In recognition that the mock schedule system is in lieu of a shift rotation, the 75 cents per hour premium currently paid to the incumbents in the Engineering Department will be continued. The affected employees are set out in Letter of Understanding #13, appended to this Agreement.
- (c) There will be no pyramiding of premiums. For clarity, as an example, and without limitation, an employee in the Engineering Department who works the midnight shift is not entitled to the midnight shift premium in Article 7.6 in addition to the Engineering premium in Article 7.7(b).

7.8 **(1999) TRAINING PREMIUM:**

(2002) A certified (by the Employer) employee required by the Employer 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 Employer 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 Employer, 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 & 2008) IN LIEU OF LOST GRATUITY**

Effective with the signing of the collective agreement, in the application of the provisions of Articles 21 – Grievance Procedure, Article 22 – Arbitration, Article 24.5 - Shop Steward training, 24.8 – Negotiating Committee, Article 27 – Health and Safety, and Article 28 – Modified Work Committee 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.

- 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 Employer and shall be established for each classification within each department or food and beverage outlet. Said seniority lists shall be posted by the Employer 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 Employer 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”, except in the circumstance of an employee who has previously indicated a shift preference and is available to fill that vacancy.

- 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 Employer 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 Employer, 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 Employer 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 Employer 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 (1993) 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.

8.12 (2008) When an employee is transferred outside the bargaining unit to a non-supervisory position, he/she shall retain house seniority, provided that the transfer is of a temporary nature for a period of time equal to the probationary period or less (or such other period as may be mutually agreed between the parties). Provided that 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.

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

- a) (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.
- b) (2010) The Employer's preference, whenever practicable, is to schedule regular shifts for full-time employees for eight (8) consecutive hours per day (exclusive of meal periods), with the exception of Banquets and some Food and Beverage Outlets that schedule regular shifts for fewer hours per day because of their hours of operation.
- c) (2010) The preferred norm of regular shifts of eight (8) consecutive hours will be made available to employees on a seniority basis.

9.2 **MINIMUM CALL**

- a) (1993) The Employer 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 Employer 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 & 2008) 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". In the exercise of its Management Rights, the Employer will endeavour, whenever practicable, to prepare work schedules with regular, consistent, and predictable starting and ending times.

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 & 2008) 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 Department Head or his/her Supervisor, with due regard given to the service demands.
- For the purposes of this Article as well as Article 9.9, and without limitation, the parties mutually acknowledge and agree that Yorker's Attendants are entitled to take rest periods and meal periods in Yorker's without undue interruption.
- 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 Department Head 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 Employer 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 Employer 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 Employer 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 Employer 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.

(2008) The above provision shall also apply to the 6th, 7th, or more shift in a week. For clarity, the first overtime shift in a week shall be offered by classification seniority. Should the most senior employee take said 6th overtime shift in a week, the next overtime shift in the same week shall be offered to the next most senior employee and so on.

- 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 Employer 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.

11.1 **POSTING**

(2005 & 2008) Should a position become available and a replacement is reasonably required to maintain an adequate and qualified workforce, the Employer 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. If the reasonable requirement for a replacement is only temporary, the provisions of Article 9.10 to 9.12 shall apply.

Upon the request of the Union, the Employer will report on:

- (a) the status of any outstanding vacancy and any delay in filling a vacancy or
- (b) the status of the application of any potential new hire referred by the Union so long as s/he has successfully graduated from the training initiative as described in Article 26.3.

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.

(2008) The parties acknowledge and agree that the position of Senior Chef de Partie is a leadership position and, without limitation to the above, the Employer will specifically consider the capacity of applicants to lead, organize and coordinate before determining the successful applicant.

11.3 **EQUAL OPPORTUNITY**

(2005) The Employer 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 Employer.

- 12.1 The Employer 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 Employer 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 Employer 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 Employer 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 **fifty two (52)** 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 Employer'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 Employer 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 Employer 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 Employer permanently close a department, the Employer 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 affected 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 Employer has the right to apply paragraph b) and there will be no recourse from this selection. In addition, the Employer 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 Employer 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 the seniority of a Union Shop Steward supersede that of his/her immediate supervisor.

12.10 **(1999) IN-HOUSE 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 Employer 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 **(2008) TRAINING TOP-UP FOR LAID-OFF FOOD AND BEVERAGE EMPLOYEES:**

If an employee is:

- a) temporarily laid off due to partial closing of a food and beverage outlet
- b) is receiving benefits from Employment Insurance (EI), and
- c) is enrolled and actively participating in full-time training or education course offered through the Union Training Academy (or approved by the Academy),

the employee will be entitled to a top-up benefit of up to \$100 per week [\$200 for gratuity workers subject to maintaining EI eligibility] for a maximum of 25 weeks.

An employee's combined benefit (from this provision and EI cannot be more than 100% of an employee's normal weekly earnings.

An employee who is temporarily laid off due to partial closing of a food and beverage outlet is also entitled to avail himself/herself of the training opportunity under Article 12.10, once per calendar year.

12.12 **(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 Employer 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 Employer 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 Employer 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).
- (d) (2008) Under any circumstance of a closure of one (1) week or more, the Employer will make up the benefits contribution as may be necessary to achieve a balance of up to 128 hours per month (for full-time employees) and up to 64 hours per month for part-time employees for a period of up to 13 weeks from the date of closure.

128 hours and 64 hours are the current UNITE HERE Health and Welfare caps; these will be revised as necessary if the caps change

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 Employer 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 Employer 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 Employer 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 Employer of equipment or materials of a different nature on hand than previously used by the Employer, or a change in the manner, method or procedure in which the Employer 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 Employer 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 Employer without cost to the employee.

13.4 **(2008) ENGINEERING DEPARTMENT AND CULINARY DEPARTMENT**

The parties mutually desire to maximize the work opportunities for bargaining unit members. Accordingly, and specifically in respect of the Engineering and Culinary Departments, the Employer agrees to have discussions from time to time with the respective Department Committees (as defined in Article 24.11) to determine whether or not work that is being considered for subcontracting can be performed by bargaining unit employees (during regular and/or overtime hours), subject to qualifications, availability and cost. In the Culinary Department, this process will be concerned only with the subcontracting of substantial food products.

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*
Family Day	Thanksgiving Day*
Good Friday*	Remembrance Day
Easter Monday	Christmas Day*
Victoria Day*	Boxing Day*
Canada 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 Employer 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.
- (g) The parties agree that it is a violation of the lieu day provision for an employee to take a lieu day and accept work in another department of the Hotel.

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

- 15.1 An employee shall receive an annual vacation in accordance with the length of his/her continued service with the Employer.
- 15.2 An employee with less than one (1) year of service, who leaves the employ of the Employer, 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.

The parties agree that it is a violation of the vacation day provision for an employee to take vacation and accept work in another department of the Hotel.

- 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 Employer 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 Employer.
- (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 Employer 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 Employer 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 Employer 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.

16.1 **HEALTH AND WELFARE**

(2008) The Employer will contribute to the UNITE HERE Health and Welfare Trust Plan of Local 75 the following amount for each hour paid on behalf of all eligible employees in the bargaining unit who have completed their probationary period:

Employer's contribution for Full-time employees	Employer's contribution for Part-time and Casual employees
Effective January 1 st , 2011 = \$1.87	Effective January 1 st , 2011 = \$1.39 Effective July 1 st , 2011 = \$1.43
Effective January 1 st , 2012 = \$1.92	Effective January 1 st , 2012 = \$1.47
Effective July 1 st , 2012 = \$1.97	Effective July 1 st , 2012 = \$1.51
Effective January 1 st , 2013 = \$2.02	Effective January 1 st , 2013 = \$1.56
Effective July 1 st , 2013 = \$2.07	Effective July 1 st , 2013 = \$1.61

All increases in the Employer's contribution to the Health Plan are to take effect on the first day of the pay period closest to the effective date.

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.
 - Personal leave subject to Article 19.6

The employer does not have to make contributions for disabled employees who are receiving benefits from The 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 Employer's contribution to the "Plan".

(2) Maternity/Parental leave:

The Employer will, using the same number of weeks as E.I., establish the average weekly number of hours to use in the computation of the Employer'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 Employer'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 Employer will, using the same number of weeks as E.I., establish the average weekly number of hours to use in the computation of the Employer'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 Employer'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 Employer will be responsible for loss of benefits to any employee because of any Employer'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 Employer 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 Employer 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 Employer's payroll records the Union shall first serve written notice on the Employer 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 Employer.
- 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 Employer will submit to the Plan Administrator a report that shows at least:
- a. the pay periods
 - b. for each employee - name, SIN, status (full-time, part-time and casual), 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 Employer 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 Employer, following its official written notification, will allow the Plan Administrator the use of an office, at a time agreed to by the Employer, 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 Employer 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 Employer 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 Employer.

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.

- 17.1 (2005) 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 being 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.

(2008) Personal days are to be used for absence due to: personal or family illness, doctor/dentist appointment, school meeting, Union meeting, and such like. They are not intended to be used as an extension of vacation, lieu day, or scheduled days off, but they shall be allowed in those cases when an employee can reasonably demonstrate a legitimate purpose.

The parties agree that it is a violation of the personal day provisions for an employee to take a personal day and accept work in another department of the Hotel.

- 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 compensated 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 Employer 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 Employer requires an assessment from a third doctor, of the Employer's choice, to confirm the status of an employee's medical condition it shall be paid by the Employer.

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.

19.1 **PERSONAL LEAVE**

(2002) Employees of the Employer may be granted a leave of absence of up to six (6) months without 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 Employer 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 Employer 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 Employer 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 Employer 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.
- 19.6 (2002) It is agreed that once in a period of five (5) years, the Employer will continue to make contributions on behalf of an employee for the first month of an authorized personal leave of absence. The Employer will, using the same number of weeks as E.I., establish the average weekly number of hours to use in the computation of the Employer'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 Employer'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.

20.1 **(2010) RETIREMENT ALLOWANCE:**

For those employees whose age and service equal 75, and who choose to retire at or after the age of 60, they shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00. For clarity, this provision will apply to full time employees and part time employees.

20.2 **(2008) RULE OF 75**

In recognition of employees who have age and service equal to or greater than seventy-five, the “Rule of 75” has been created as an aid towards retirement. A list of employees whose combination of age plus house seniority is equal to or greater than 75, at December 31 each year, will be prepared by Human Resources. Based on operational capability of the department to allow a certain number of employees to be approved in descending order of posted classification seniority, the eligible employees may identify their desire to work 3 or 4 days or such other reduced schedule as may be reasonably agreed. Approved employees will continue to maintain full-time status, but will not be scheduled or entitled to hours beyond those agreed. Approved employees’ benefits will be based on the calculation of hours paid. Where arrangements cannot be made to implement the Rule of 75 in a department, discussion shall occur between the Union and the Employer as soon as possible. In any event, this provision shall not constitute super-seniority. Employees who have been approved for the Rule of 75 must re-apply by December of each year and may only review and revise their participation in December of each year.

- 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 Employer representatives, or senior officials of the Union who are not employees of the Employer, 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 Employer'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 Employer 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 Employer 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.

- 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 may 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.

The parties agree that all arbitration hearings and mediations will be held at The Fairmont Royal York.

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 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 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 Employer'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 meet with 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 Employer 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 Employer 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 employees, when an employee is to be discharged, he/she shall be notified 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 Employer. In determining whether or not to hold an employee out of service the Employer 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.

- 24.1 (2005) Authorized representatives of the Union may visit the Employer'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 Employer a union identification card and wear said card, in a visible manner, at all time while on the Employer'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 Employer. Such notices shall be subject to the approval of the General Manager or his/her designate of the Employer.
- 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 & 2008) Payment for Shop Stewards [not to exceed more than eighteen (18)] attending Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer three (3) weeks in advance and that will not prevent the Employer to maintain an adequate and qualified work force.
- 24.6 (a) (2008) The Employer will continue the practice of making a suitable enclosed and secure office space available to the Union for its sole use.
- (b) (1996) The Employer will continue to provide their meeting room facilities for training to the Union at no charge, whenever feasible, provided that the Union requests such facilities at least three (3) weeks in advance and that the Union agrees that it will return said meeting room in the same fashion and order in which 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 Employer 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 Employer. Furthermore, the Employer will only recognize these employees whose names shall be supplied by the Union. The number of such **Shop Stewards** and departments within which each one is to function is determined by the listing of the **departments** 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)
 - Engineering Department (1)
 - Banquet Department (3)
 - In Room Dining Department (1)
 - (2005) Epic Restaurant Outlet (1)
 - (2005) Epic Lounge Outlet, Library Bar Outlet, Pipers Gastropub (1)
 - (2005) York's Kitchen Outlet, York's Deli and Bakery Outlet (1)
 - Benihana Outlet (1)
 - Stores Department, Refreshment Centre (1)

- b) (1999) The Employer will, during the Employer'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 & 2008) The Employer 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 selection and composition of the Union's negotiating committee and observers are within the exclusive discretion of the Union. It is further agreed that the number of observers at any one time during a negotiation session shall not exceed ten (10) persons.

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 Employer will compensate such negotiating committee members for loss of regular time (deemed to be eight (8) hours) spent in negotiating with the Employer 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 Employer 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 Employer 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.

- 25.1 (2005) The Employer 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 Employer 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 on-line or electronic, if feasible. Furthermore, the Employer 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 Employer 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 Employer in ample time and writing of any change in the amount of Union dues and such notification shall be the Employer's conclusive authority to make the deductions specified.

In the event that a new dues system is not within the confines of the Employer's payroll system, the Employer 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 Employer 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 Employer and pension deductions shall be made from wages prior to the deduction of dues, initiation fee or special assessment fee.

25.10 The Employer 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 Employer shall adjust it directly with the employee. In the event of any mistake by the Employer in the amount of its remittance, the Employer shall adjust the amount in a subsequent remittance. The Employer'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 Employer completely harmless against all claims and demands should any person at any time contend or claim that the Employer 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 Employer 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 Employer 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.

25.15 The Employer will provide separate cheques and records for each of the union funds.

- 26.1 (2005) The Employer 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 Equal Opportunity Training Fund.
- 26.2 (2005) The Employer and the Union recognize that education is a continuing process. Accordingly the Employer shall allow the Union to sponsor with the UNITE HERE Local 75 Equal Opportunity Training Fund, education functions such as seminars and workshops which could be held on the Employer's premises at no charge in accordance with Article 24.6.
- 26.3 **(2008) PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES**

The Employer and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence. The Employer has an interest in the recruitment and retention of skilled workers in its current and future properties. The parties acknowledge that training and skills development provide greater and more equitable access to jobs and promotional opportunities. The parties seek to base training on a mutually respectful training partnership between the Company and the Union. The Employer agrees to support the Union in establishing an industry wide training approach that includes (without limitation) the establishment of a permanent Hospitality Training Academy in Toronto; this agreement of support does not constitute a promise by the Employer to provide financial contributions.

27.1 **CO-OPERATION**

(1999) The Employer 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 Employer 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 Employer 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 Employer and the Union agree to establish and maintain a Joint Health and Safety Committee consisting of a total of twenty-four (24) members with equal representation. The Union will endeavour to equalize representation of worker representatives across as many of the unionized departments as possible.
- (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 Employer in writing of the names of those employees selected/elected and the Employer 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 Employer 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 within a one (1) year period, shall be automatically removed from the JHSC and replaced by either a worker representative or a management representative, which ever 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.
- (g) If a JHSC member is unable to attend a scheduled JHSC meeting, he or she is to advise his or her respective committee co-chairperson of the absence as soon as possible. A JHSC member who is unable to attend a scheduled JHSC meeting may appoint only a designated substitute to take his or her place at the scheduled meeting.

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 Employer 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 Employer 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 Employer will pay the related cost of such training when approved. The Employer will not unreasonably deny the JHSC's recommendation for training its members, which may include reasonable use of the Workers' Health and Safety Centre.

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 OHS, 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 **ROLES 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 Employer.
- (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 Employer.
- (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 OHS).
- (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, preferably no later than 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 Worker and Employer 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 prepare 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 Employer. Permission to take time off work to discuss health and safety issues prior to the monthly meeting will be granted at the discretion of the Employer but will 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 Employer.
- (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 Employer 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.

- 28.1 (2005) The Employer 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 Employer has primary responsibility in the duty to accommodate process and, it is understood and agreed that both the Employer 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 or other suitable work.
- 28.3 (2008) There shall be a Return to Work Committee (“RWC”), consisting of two (2) management employees and two (2) shop stewards or designates (who may have the additional assistance of an authorized representative of the union). The shop stewards on the RWC or designates will be allowed a reasonable opportunity to meet with disabled employees and attend meetings of the RWC without loss of regular pay. The members of the RWC may change at any time on written notification from one party to the other. The RWC will meet monthly to discuss and make recommendations to the Employer in respect of disabled employees who may be ready for a gradual return to work program or who may be in the midst of such a program. The RWC may also make general recommendations. The central focus of this committee will be to work towards returning the disabled employees to their pre-injury job or other suitable work. The company will provide the necessary education and resources to ensure the effectiveness of this committee.
- 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 9.10 and 9.11 shall not apply. Furthermore, for those employees on WSIB, the Employer 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 (2008) Within six (6) months following the ratification of the collective agreement two (2) representatives of the Employer and two (2) representatives of the Union shall meet to review the Return to Work Committee, including without limitation whether the number of representatives (2 and 2) is sufficient.

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

29.4 **CULINARY AND ENGINEERING 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) (2010) In the event of wear and tear through normal use, breakage or damage of said inventoried tools during working hours, the Employer will, upon the presentation of the 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 and ten dollars (\$110.00) per year total.

29.5 **CULINARY TRAINING PROGRAM (2002)**

- a) The Union recognizes the right of the Employer 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.
- c) In the normal course, no apprentice shall be left working alone on a station.

29.6 **UNIFORMS AND WORK CLOTHES:**

Employees required to wear uniforms shall be supplied them by the Employer free of charge. Necessary valet or laundry service for such uniform shall also be supplied by the Employer. 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 Employer 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 Employer to work a split shift which is comprised of at least seven (7) hours will be provided with a second free duty meal.

(1999 & 2008) SHOE ALLOWANCE

(2002 & 2008) In accordance with the maximum amounts in the Categories below, the Employer will reimburse 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 Employer to wear safety and/or non-slip shoes that are CSA approved. The style and color of the shoes must be approved by the Employer. Any dispute over who should be wearing safety shoes shall be referred to the Health & Safety Committee.

Category A: shoes must be steel toed, non-skid sole, closed toe, closed heel:

Covered to a maximum of eighty dollars (\$80.00) [increase to ninety dollars (\$90.00) effective January 1, 2011]; Kitchen** and Stewarding once (1) per year and the following other departments in this category every two (2) years:

- Repairs and Maintenance
- Banquet Porters
- Housepersons
- Laundry
- Stores and Receiving

**Kitchen employees can purchase either steel-toe or Chefworks shoes, as approved by the Executive Chef for reimbursement

Category B: shoes must be closed toe, closed heel, non-skid sole, and of uniform color

Covered to a maximum of sixty dollars (\$60.00) [increase to seventy dollars (\$70.00) effective January 1, 2011]; every two (2) years for the following departments:

- Housekeeping (excluding Housepersons)
- Valet/Dry Cleaning
- Doorpersons/Valet Parking Attendants/Bell Persons
- In Room Dining/Mini-Bars
- Servers/Bartenders
- Cashiers

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 employees purchase non-skid soled shoes they will be covered to a maximum of thirty dollars (\$30.00) [increase to thirty-five dollars (\$35.00) effective January 1, 2011]; every two (2) years. Category C applies to all employees not otherwise covered under Category A or B.

HOUSEKEEPING DEPARTMENT:

(2002) In the Housekeeping Department the employees and the Employer 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.

In the event of a room renovation, the Employer will meet with the Housekeeping Department Committee and use best efforts to make a reasonable determination as to whether the renovated room is similar in nature to the above rooms, in which case it would be treated in the same way.

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 Employer 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 Employer 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.

13. (2008) Subject to its right to schedule work, the Employer will endeavour to provide some flexibility on start times for Recognized Holidays as requested and subject to preference by seniority.

29.10 **IN ROOM DINING:**

1. **CHEQUE:**

In the room service department, the Employer 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 Employer by the guest will be recoverable from the employee(s), subject to appeal by the employee through the grievance procedure.

(2008) When the Employer negotiates Airline Discounts, it will use its best efforts to get contractual agreement that the gratuity of 15% shall be calculated on the full menu price of the order.

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 (*) *organized function* held in the hotel hospitality suite shall be split as follows: twenty-five percent (25%) will be at the disposal of the Employer 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 Employer 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.

(*) *Organized function*: 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

- (a) (2010) The Union and the Employer understand that Refreshment Centre Attendants are paid to work by the hour; the wage is not based on how many rooms they service. The parties agree that Refreshment Centre Attendants are expected to take breaks and meal periods.
- (b) 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.

*Increases to two dollars (\$2.00) effective January 1, 2009, unless there is a contract already in place.

29.11 **(1999) SERVICE DEPARTMENT**

1. Tour Baggage

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:

(2010) \$3.00 in & \$3.00 out [increase to \$3.10 effective January 1, 2011; \$3.15 effective January 1, 2012; \$3.20 effective January 1, 2013].

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. Box Handling

- i. 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.
- ii. (2008) The three dollars (\$3.00) 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.

- iii. a) The Company will, at the time of negotiations with the Convention Organizers, negotiate a box handling charge equivalent to a sum of three dollars (\$3.00).
- 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.
- iv. A box is defined as a typical 12 bottle liquor box approximately 20" x 20" x 20" or bigger.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.

3. Xerox Delivery Charge

- a) The Company will negotiate with the Xerox Business Centre a delivery charge per room equivalent to a sum of one dollar (\$1.00) [change to \$1.10 effective January 1, 2009.]
- 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. General Guest Service Items

- i. (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.
- ii. (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.
- iii. Tagged Baggage and Transportation Arrangements
The parties agree that tagged baggage service and transportation arrangements shall be provided by bargaining unit members and they shall be called to provide the appropriate service, with the occasional exception of transportation arrangements for VIP's.

5. (2005 & 2008) Doorperson Scheduling and Parking Spots

The Employer agrees to maintain the present practice of scheduling Doorpersons at each door as required. The Employer 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. The Union understands that special circumstances may result in one or more of the assigned parking spots becoming temporarily unavailable, in which case the Employer shall arrange for replacement spots, so there will always be a guarantee of ten (10) spots.

The Employer understands that doorpersons may advise customers of a customary parking rate for the ten (10) spots, which is in keeping with and does not exceed the Employer's own parking rates.

29.12 (1999) In addition to the information referred to in Article 25 - Union Dues, which the Employer has already agreed to release to the Union, the Employer 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 Employer to do so.

With regard to any information released to the Union, the Union and its members collectively and individually shall save the Employer 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 to notify the Employer's Human Resources department promptly, in writing, of any change in his/her address or telephone number; if any employee fails to do this, the Employer 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 on the third day after it was sent.

29.14 **FUNDS**

a) Culture Fund

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

b) (2007) Union Education Fund

The Employer agrees to contribute one cent (\$0.01), per hour worked per employee, into the UNITE HERE Local 75 Union Education Fund.

29.15 **FOOD & BEVERAGE GRATUITY**

a) **Gratuities on Large Groups**

The Employer 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 Outlet Manager or Designate 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 Employer, 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”.

b) (2005) **Fairmont Hotels and Resorts Corporate Office Gratuity**

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 on either the special corporate menu or on the amount listed on the In Room Dining menu.

c) **Due Backs**

(2005) It is the intention of the Employer 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.

(2008) All other employees will be able to pick up their due backs from the weekend by attending at the “Cage” between 3 and 4 p.m. on Mondays. Should an entitled employee not be available at that time, the due backs may be collected by another employee with written and signed authorization. From Tuesday through Friday the same procedure applies during the regular business hours of the “Cage”.

29.16 **“GRATUITY NOT INCLUDED”**

The Employer agrees to print the statement “Gratuity Not Included” on restaurant/bar bills and on baggage and valet parking tags and parking signs, if a monetary value is displayed.

29.17 **TTC PASS ALLOWANCE**

The Employer agrees to contribute into the TTC Pass Allowance six cents (\$0.06) per hour for all hours worked by full-time and part-time employees. The reasonable sufficiency of this contribution will be reviewed from time to time by the parties.

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.

ARTICLE 30 LAWS (2005)

30.1 **(1996) LAWS:**

It is understood that any changes in municipal, provincial or federal law applicable to the Employer, 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.

- 31.1 The Employer 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

32.1 This Agreement shall be in effect starting July 17th, 2010 and ending July 16th, 2013. 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 ** day of January, 2011.

For:
The Employer

For:
The Union

H. McCrory

P. Clifford

C. Reaume

A Chartres

THE FAIRMONT ROYAL YORK HOTEL & UNITE HERE LOCAL 75

SCHEDULE "A"

Classification, Department & Wage rate

Classification	Present rate	Rate as of 2010/07/16	Rate as of 2011/01/16	Rate as of 2011/07/16	Rate as of 2012/01/16	Rate as of 2012/07/16	Rate as of 2013/01/16
Housekeeping Department							
Houseperson	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Room Attendant	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Carpet Cleaner	17.72	17.90	18.08	18.26	18.44	18.62	18.81
Pick Station	17.66	17.84	18.01	18.20	18.38	18.56	18.75
Restocker Utility	18.34	18.52	18.71	18.90	19.08	19.28	19.47
Culinary Department							
Senior Chef de Partie	23.82	24.06	24.30	24.54	24.79	25.04	25.29
Chef de Partie	22.76	22.99	23.22	23.45	23.68	23.92	24.16
Butcher	21.44	21.65	21.87	22.09	22.31	22.53	22.76
1 st Cook	21.44	21.65	21.87	22.09	22.31	22.53	22.76
2 nd Cook	19.45	19.64	19.84	20.04	20.24	20.44	20.65
Kitchen Utility	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Yorker's Attendant	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Benihana Sushi Senior	30.46	30.76	31.07	31.38	31.70	32.01	32.33
Benihana Sushi Junior	26.12	26.38	26.65	26.91	27.48	27.45	27.73
Senior Special Teppan Chef	22.42	22.64	22.87	23.10	23.33	23.56	23.80
Special Teppan Chef	21.10	21.31	21.52	21.74	21.96	22.18	22.40
Apprentice Year 1 (*)	15.00	15.15	15.30	15.45	15.61	15.77	15.92
Apprentice Year 2 (*)	17.15	17.32	17.49	17.67	17.85	18.02	18.21
Apprentice Year 3 (*)	19.29	19.48	19.68	19.87	20.07	20.27	20.48

EXPIRING JULY 16TH, 2013

THE FAIRMONT ROYAL YORK HOTEL & UNITE HERE LOCAL 75

Classification	Present rate	Rate as of 2010/07/16	Rate as of 2011/01/16	Rate as of 2011/07/16	Rate as of 2012/01/16	Rate as of 2012/07/16	Rate as of 2013/01/16
Engineering Department							
Maintenance Mechanic Operator	27.27	27.54	27.82	28.10	28.38	28.66	28.95
Plumber	27.27	27.54	27.82	28.10	28.38	28.66	28.95
Electrician	27.27	27.54	27.82	28.10	28.38	28.66	28.95
Maintenance Operator ((Painter, Carpenter, Finisher, Upholsterer)	23.19	23.42	23.66	23.89	24.13	24.37	24.62
Building Maintenance Operator	23.19	23.42	23.66	23.89	24.13	24.37	24.62
Waste Disposal Operator	20.00	10.20	20.40	20.61	20.81	21.02	21.23
General Maintenance Operator	18.99	19.18	19.37	19.57	19.76	19.96	20.16
Preventative Maintenance Operator	23.19	23.42	23.66	23.89	24.13	24.37	24.62
Stewarding Department							
Waste Disposal Person	18.02	18.20	18.38	18.57	18.75	18.94	19.13
Steward	17.73	17.91	18.09	18.27	18.45	18.63	18.82
Pot Washer	17.82	18.00	18.18	18.36	18.54	18.73	18.92
Pantry Attendant/Gold Floor	17.73	17.91	18.09	18.27	18.45	18.63	18.82
Laundry & Valet Department							
Mechanic	19.66	19.86	20.06	20.26	20.46	20.66	20.87
Washperson	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Clerk/Utility	18.15	18.33	18.51	18.70	18.89	19.08	19.27
Utility	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Laundry Attendant	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Seamstress	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Valet Attendant	17.83	18.01	18.19	18.37	18.55	18.74	18.93

EXPIRING JULY 16TH, 2013

THE FAIRMONT ROYAL YORK HOTEL & UNITE HERE LOCAL 75

Classification	Present rate	Rate as of 2010/07/16	Rate as of 2011/01/16	Rate as of 2011/07/16	Rate as of 2012/01/16	Rate as of 2012/07/16	Rate as of 2013/01/16
Telephone Department							
Senior Operator	18.82	19.01	19.20	19.39	19.58	19.78	19.98
Operator	17.66	17.84	18.01	18.20	18.38	18.56	18.75
Food Stores Department							
Storeperson	17.82	18.00	18.18	18.36	18.54	18.73	18.92
Refreshment Centre							
Attendant	17.64	17.82	17.99	18.17	18.36	18.54	18.73
York's Deli Outlet							
Attendant Cashier	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Parking Department							
Valet Cashier	17.64	17.82	17.99	18.17	18.36	18.54	18.73
Valet Attendant #	14.94	15.09	15.24	15.39	15.55	15.70	15.86
Service Department							
Bell Captain #	16.98	17.15	17.32	17.49	17.67	17.85	18.02
Doorperson #	11.23	11.34	11.46	11.57	11.69	11.80	11.92
Bellperson #	10.60	10.71	10.81	10.92	11.03	11.14	11.25
In Room Dining Department							
Telephone Operator	17.59	17.77	17.94	18.12	18.30	18.49	18.67
Captain #	12.13	12.25	12.37	12.50	12.62	12.75	12.88
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23

EXPIRING JULY 16TH, 2013

THE FAIRMONT ROYAL YORK HOTEL & UNITE HERE LOCAL 75

Classification	Present rate	Rate as of 2010/07/16	Rate as of 2011/01/16	Rate as of 2011/07/16	Rate as of 2012/01/16	Rate as of 2012/07/16	Rate as of 2013/01/16
Epic Restaurant Outlet							
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23
Ass't Server #	11.80	11.92	12.04	12.16	12.28	12.40	12.53
Epic Lounge Outlet							
Bartender #	17.14	17.31	17.48	17.66	17.84	18.01	18.19
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23
Ass't Server #	11.80	11.92	12.04	12.16	12.28	12.40	12.53
Library Bar Outlet							
Bartender #	17.14	17.31	17.48	17.66	17.84	18.01	18.19
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23
Ass't Server #	11.80	11.92	12.04	12.16	12.28	12.40	12.53
York's Station							
Bartender#	17.14	17.31	17.48	17.66	17.84	18.01	18.19
York's Kitchen Outlet							
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23
Pipers Bar Outlet							
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23
Bartender #	17.14	17.31	17.49	17.66	17.84	18.01	18.19

EXPIRING JULY 16TH, 2013

THE FAIRMONT ROYAL YORK HOTEL & UNITE HERE LOCAL 75

Classification	Present rate	Rate as of 2010/07/16	Rate as of 2011/01/16	Rate as of 2011/07/16	Rate as of 2012/01/16	Rate as of 2012/07/16	Rate as of 2013/01/16
Benihana Outlet							
Captain #	12.13	12.25	12.37	12.50	12.62	12.75	12.88
Server #	10.58	10.69	10.79	10.90	11.01	11.12	11.23
Busperson #	11.80	11.92	12.04	12.16	12.28	12.40	12.53
Bartender #	17.14	17.31	17.48	17.66	17.84	18.01	18.19
Utility Attendant #	17.47	17.64	17.82	18.00	18.18	18.36	18.54

= Signifies a gratuity classification

(*) = Apprentice rate of pay shall be for the:

1st Year 70% of the 1st Cook's rate

2nd Year 80% of the 1st Cook's rate

3rd Year 90% of the 1st Cook's rate

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.

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

EXPIRING JULY 16TH, 2013

INTRODUCTORY MATTERS PERTAINING TO BANQUETS

- A. This new Schedule "B" will be implemented on March 1, 2011, to allow the Employer and the Union, acting cooperatively, to fully explain its application to all employees in the Banquet Department.
- B. Until the implementation of this new Schedule "B", the old Schedule "B" from the expired collective agreement will continue to apply, subject to mutually agreed transition items that may be implemented in the meantime.
- C. As specifically noted below, certain aspects of the new Schedule "B" will be subject to a trial period lasting until October 31, 2011, or such other date as may be mutually agreed. These trial aspects will be limited to (1) matters pertaining to scheduling, specifically coffee service (as coffee service is set out in 0.8 and 0.18), and (2) matters pertaining to banquet servers, specifically pooling gratuities either on a weekly basis or on a meal period (as pooling is set out in 0.22). In the event that either party so notifies the other in writing prior to the expiry of the trial period, any of the specifically noted trial aspects may be further negotiated between the parties. If negotiations are unsuccessful, a mediator-arbitrator shall be appointed on mutual agreement who will have authority to make a full and final determination. The parties will agree to expedite the mediation-arbitration process to the extent possible both in terms of scheduling and in terms of the process itself. [EMPLOYER SUGGESTS WE AGREE TO RANDY LEVINSON.]
- D. The parties agree that new banquets business will be bid at an 18% gratuity rate, subject to an incumbent distribution split of 78.5% to unionized staff and 21.5% to the Employer.
- E. Effective as of ratification, the Employer will resume payment of gratuities from the Employer portion of the gratuity pool to servers who are on modified duties and who do not serve the banquet functions.

MATTERS PERTAINING TO ALL BANQUET EMPLOYEES

- 0.1 (2010) Only employees of the Banquet Department occupying a position covered under clause 0.6 shall be governed by the present Schedule "B".

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

- (2008) Servers: 31
- Bartender: 5

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

- Servers: 35
- 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 & 2008) Part-time and Casual 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 (2010) The group of full-time employees covered by this Schedule 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 Employer, 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 of such increase and/or decrease.

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

0.6 **Classification & Wages**

Classification	Present Rate	Rate as of 2010/07/16	Rate as of 2011/01/16	Rate as of 2011/07/16	Rate as of 2012/01/16	Rate as of 2012/07/16	Rate as of 2013/01/16
Server #	10.60	10.71	10.81	10.92	11.03	11.14	11.25
Bartender #	15.62	15.78	15.93	16.09	16.25	16.42	16.58
Houseperson	17.47	17.74	17.91	18.09	18.27	18.46	18.64

Note: # = Signifies a gratuity position.

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

MATTERS PERTAINING TO SCHEDULING

0.7 (2010) The Employer 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. Unless pre-approved by the Director of Banquets, banquet servers will not work in excess of twelve (12) hours in one (1) day or over forty-four (44) hours per week. Pre-approval for overtime shall be provided in a fair and equitable manner.

(2010) Full-time employees occupying a position within the classifications of server of the Banquet Department will be entitled to two (2) calendar days off duty in every week in accordance with seniority. Full time servers who request specific time and days off must submit their requests in writing by noon each Tuesday. The Employer reserves the right to approve requests for time/days off in accordance with business demands and full-time shift criteria based on the full-time cap of 31 and by seniority.

To clarify, requested time/days off submitted by noon each Tuesday will be approved (in seniority order) as long as shifts/functions do not then fall outside of the full-time pool thereby reducing the overall pool.

(2005 & 2008) 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. An employee may only open day(s) off within the 24 hour period following the posting of the weekly schedule. Said employee may only open his/her assigned requested day off in the eventuality that a new shift is added after the schedule has been posted and in order to maximize his/her regular shifts/hours up to 10 shifts and up to 44 hours.

(2008 & 2010) New functions that arise after the schedule is posted should be scheduled according to the rotation system and availability.

Any requests for time/days off after the schedule has been posted and shifts/functions assigned, if approved, will be recorded as a missed shift/function(s) and will not be replaced, with a view towards equalization.

For the purposes of vacation equalization, for Year To Date totals of shift/functions the Employer will average the number of shifts missed during the period of vacation and will count these as missed shifts/functions on the Year to Date totals and will not replace them for equalization purposes of Year to Date Totals.

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. Whenever possible (subject to having sufficient servers available for scheduled functions), part-time employees will be entitled to a second calendar day off to be granted in accordance with seniority.

(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 0.8, 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 with the pool as stated in 0.8. It is agreed that this additional accommodated shift/function shall be above and beyond the scheduled equalization.

(2005) The Employer will make every attempt to post the most current forecast at the latest by 5 p.m. each 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), from the main body of the Agreement.

0.8 (2010) The parties agree that all full-time servers covered under this Schedule shall be assigned, on a rotation basis, up to a maximum of ten (10) shifts/functions per week. It is understood that the Employer shall be entitled to maintain a qualified and adequate work force, subject to the application of days off as stated in 0.7 above, with a view to equalizing the available functions. In the interest of equalizing earnings among the full time servers, shifts/functions will be assigned according to the following priority sequence:

1. Accommodate pre-approved requested time and days off
2. Equalize the number of shifts/functions
3. Limit and or equalize triples, back to backs & splits
4. Equalize the types of shifts/functions
5. Equalize the running total of assigned shifts/functions on a Year to Date basis

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

(2010) When new shifts/functions become available, the first priority of scheduling of said shifts will be to distribute the shifts/functions so that the number for each full time server is maximized up to ten (10) shifts/functions per week according first to availability, and then to equalization of the year to date totals and then by seniority order.

A full time server who has requested and received approved time/days off before or after the schedule is posted will not be assigned a new function that arises on that requested time/days off but will have a missed shift/function(s) counted against their total and will not be assigned a new function as a replacement for the missed shift/function later, if the shift/function falls outside the full time pool. The exception is that a server who is on his or her scheduled only (one) day off will not be penalized with a missed shift.

Unless required by the Director of Banquets or designate, the schedule of a full-time server whose shifts/functions have been maximized, with scheduled or missed shifts, will be “frozen” i.e. there will be no further additions to the server’s shift.

(2010) Banquet servers will be assigned functions in the following priority sequence: dinners, lunches and breakfasts. For clarity, all dinners will be assigned first, then all lunches, and so on. Coffee breaks and receptions constitute shifts/functions and shall be scheduled as set out below after all other functions are scheduled.

In assigning coffee breaks and receptions, the following procedure shall apply:

- Coffee breaks that are part of another function will count as a ½ shift/function;
- Coffee breaks that are not part of another function will be scheduled separately and will count as a full shift/function;
- Receptions that are associated with another function (lunch or dinner) will count as a ½ shift/function;
- Receptions that are not associated with another function will be scheduled separately and will count as a full shift/function.

0.9 (2010) Notwithstanding 0.8 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

0.10 (2010) The parties agree and understand that this scheduling system could potentially result in a variation of earnings between employees in this classification. It is understood that equalized earnings among full-time servers will not be achievable where an employee restricts his or her availability under this Schedule. 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 a variation in payment 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) (2010) 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 in the casual employee list based on original hire date.
 - 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 Employer.

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 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.

- 0.13 (1996) For scheduling and/or booking of assignment within each classifications (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 0.8);
- Second call the part-time employees, by seniority;
- (2008) Third call casual employees, work will be distributed by performing a call around by seniority. Banquet casuals will be scheduled by seniority and availability:
 - o First, by those who call in, in order of seniority. It is the responsibility of banquet casuals to call in to inform the Employer of their availability. It is the responsibility of the Employer to keep a record of calls, which will be provided to the Union if requested.
 - o Second, by performing a call around by seniority.

- (2005) Fourth Call, extra employees (as defined in 0.15), 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.

 - (2008) Except in circumstances beyond the Employer's control, any schedule modification requires twelve (12) hours prior notice to full-time and part-time employees covered by this Schedule. The Employer will endeavour to give the same notice to casual employees for convenience only; similarly, the Employer will endeavour to post a weekly schedule for casual servers in the same manner as the Employer posts schedules for full-time and part-time servers.

 - 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.
- 0.14 (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.
- 0.15 (a) (1999) 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.
- 0.16 (2005) **Training 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.

MATTERS PERTAINING TO BANQUET SERVERS

- 0.17 (1996) It is understood and agree that for Imperial Room restaurant type service, gratuities will be kept by the individual server working **at** said function. The Imperial Room is part of the Banquet Department and, as such, any other type 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.
- 0.18 (2010) All coffee service shifts are to be assigned on a rotation basis in accordance with Article 0.8 amongst all servers.
- 0.19 (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.
- 0.20 A server shall not be required to perform a cook's regular duty.
- 0.21 (2005 & 2008) **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 Employer. 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:

Position	Distribution
Servers	75%
Housepersons	2.5%
Stewards	1%

(2005 & 2008) **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 Employer. 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:

Position	Distribution
Servers	75%
Housepersons	2.5%
Stewards	1%

0.22 **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) (2010) Full-time service gratuity pool will be administered as follows:
- All gratuities involved in shifts/functions (breakfast, lunch, dinner, coffee breaks, and receptions) will be pooled together on a weekly basis and will be paid back to the full time servers based on the total number of shifts/functions each has individually worked.
 - Each function, except coffee breaks and receptions that are associated with or part of another function, will constitute one function and shall equal one pro rata share of the total gratuity pool. Coffee breaks and receptions that are associated with or part of another function will constitute ½ pro rata share of the total gratuity pool.
 - For coffee breaks, all gratuities will be pooled on a weekly basis, and then divided up according to the classifications of the staff assigned to work in the set up, service and clearing of coffee breaks equally into the full time pool or per individual portions for part time and casual servers. Additionally, for coffee breaks the same application of ½ and full pro rata shares will apply to part time and casual based on whether the coffee break is associated with another shift/function or not.

(2005) Sweet Tables will be separated from the main pool of the Breakfast, Lunch, Dinner, Coffee Service and Receptions. These will be distributed in a manner that equalizes the workload throughout the service staff.

- (b) The employer will post on a daily basis (business day) a report listing per function: the total gratuities, the meal period and/or hours worked, the numbers of full time and non full time servers involved in the function, the names of those individuals, the gratuity per person/share.
- (c) The Employer will endeavour to provide on a bi-weekly basis an individualized report with similar relevant information.

MATTERS PERTAINING TO BANQUET BARTENDERS

0.23 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 Employer an itemized breakdown for each function worked and their service charge, every two (2) weeks.

(2010) Minimum gratuity for Banquet Bartenders for small functions (e.g. under \$400) referred to Banquet Committee for further review.

(2005 & 2008) **Beverage Host Bar:** Twenty-one point five percent (21.5%) of the beverage host bar service charge shall be at the disposal of the Employer. Seventy-eight point five percent (78.5%) of the beverage host bar service will be distributed amongst the unionized staff.

Position	Distribution
Bartenders	75%
Housepersons	2.5%
Stewards	1%

0.24 (2005 & 2008) **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 Employer and seventy-eight point five (78.5%) for unionized staff to be distributed as follows:

Position	Distribution
Bartenders	75%
Housepersons	2.5%
Stewards	1%

0.25 (2010) 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.

MATTERS PERTAINING TO BANQUET HOUSEPERSONS AND STEWARDS

0.26 (2005) **Banquet Housepersons and Stewards**

The Employer 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.

0.27 (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.

0.28 **Banquet 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) (2008) The Company will at the time of negotiations with the Convention Organizers, negotiate a box handling charge equivalent to at least a sum of three dollars (\$3.00) 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) (2008) The three dollars (\$3.00) 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 at least thirty dollars (\$30.00) 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.

MATTERS PERTAINING TO GENERAL GRATUITY ISSUES

- 0.29 (1996) A copy of the known gratuity breakdown per employee shall be given to the Union on a bi-weekly basis.
- 0.30 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 Employer 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.
- 0.31 **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.
- 0.32 **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%
- 0.33 (2002 & 2008)
- (a) **Corkage:** 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%) [change to 40% effective January 1, 2009] 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 Employer'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.

0.34 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.

BANQUETS INTEGRITY COMMITTEE

0.35 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 Employer in order to ensure Banquets Gratuity Integrity, and, if needed and justified, adjust or modify said new gratuity pool system. The President may also select a Banquet Porter representative, Banquet Bartender representative and a Stewarding representative.

The Employer and the Union believe in a gratuity system, which is transparent, open and accountable. The Employer agrees that the Committee 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.

LETTER OF UNDERSTANDING # 1 (2005)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: IN ROOM DINING - TELEPHONE OPERATOR

It is agreed that the Employer 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 day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: VALET ATTENDANT

Valet Attendants

Harun Abdullahi shall be entitled to the following rates over the lifetime of the agreement:

Current rate:	15.83
16Jul10:	15.98
16Jan11:	16.13
16Jul11:	16.29
16Jan12:	16.45
16Jul12:	16.61
16Jan13:	16.77

This is an incumbency rate.

The rate for other Valet Attendants shall be as set out in Schedule "A".

Current rate:	14.94
16Jul10:	15.08
16Jan11:	15.23
16Jul11:	15.38
16Jan12:	15.53
16Jul12:	15.68
16Jan13:	15.83

There is a Lead Valet Attendant, who is entitled to a premium that is \$2.00 higher than the rate in Schedule "A".

For those employees who are still actively employed, as of ratification, 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 day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 3 (2005)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: UNIFORM PURCHASES

Should the Employer 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 Employer and the designated Union representative shall meet to discuss the implementation of this provision.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 4 (2005 & 2008)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: HOTEL NON-UNION CLEANING AGENCY

The Employer will advise MSC that The Fairmont Royal York is a unionized hotel with UNITE HERE Local 75. Furthermore, the Employer will ask MSC to stay neutral in regards to their employees joining the Union and will try to arrange a meeting between MSC and the Union. Should the Employer decide to end the work contracted in/out (whether with MSC or a successor contractor), it shall bring said work into the bargaining unit. Furthermore, in that event, the Employer shall meet with the Union to establish in what classification(s) and Department(s) said work will be assigned.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 5 (2008)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: HOUSEKEEPING WEEKENDS OFF

The Employer agrees to a six-month trial period for Room Attendants to commence on the first day of the month following ratification of the Collective Agreement, based on the following principles:

1. In general (subject to paragraph 3 below), seniority shall be the governing factor in assigning either Saturday or Sunday off per week.
2. The Employer will accept standing requests for a Saturday or Sunday off per week in lieu of weekly requests. Only one such standing request can be filed in writing at any time during the trial period and can be revoked in writing at any time.
3. Notwithstanding the seniority of the employee making the request, requests may be granted by the Employer for special events, provided that an employee making such request provides at least three weeks advance notice in writing and a good reason. Any such written notice will be made available to a Housekeeping Shop Steward on request.
4. The number of employees who are regularly scheduled to be off on Saturday or Sunday will be increased by five (5) from the number currently in effect by January 1, **2011**.
5. If this trial proves to be completely unworkable or creates any additional cost to the Employer, it may be terminated at the discretion of either party on providing one (1) week's notice in writing to the other party and in providing the Union with an opportunity during that notice period to discuss any concerns with the Employer.

6. At any time prior to the expiry of the trial period, the parties may mutually agree in writing to either extend the trial period or to confirm the success of the trial.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 6 (2010)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: KITCHEN SUBCONTRACTING

In the application of Article 13.4 in the Culinary Department the parties agree as follows:

1. Meetings will occur between the Employer, including the Executive Chef, and the Union Kitchen Committee to engage in a meaningful dialogue to achieve the maximization of work opportunities for bargaining unit members in the culinary department pursuant to Article 13.4.
2. To facilitate this dialogue, the Employer has agreed to provide all available documentation and information reasonably relevant to these discussions. This dialogue and information shall include products that have been subcontracted prior to and since the signing of the current collective agreement.
3. The discussions between the parties can include but are not limited to, items such as:
 - a. Particular foods items
 - b. Seasonal differentials
 - c. A protocol for ongoing meetings/dialogue regarding the amount of subcontracting
 - d. Costs
 - e. Items that have been contracted out that the Employer intends to bring back in-house
4. The parties agree that these meetings will occur bi-monthly. However, the Employer will contact the Union in the interim if there is an unusual intention to contract out including a

substantial increase of an item already contracted out. The timing of the meetings will not unduly interfere with operations.

5. At least one week prior to each meeting, the Union will provide the Employer with an agenda of items it wishes to discuss and what information it is requesting. This does not limit the parties from discussing new business arising out of discussions during the course of the meeting.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 7 (2008)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: CARVING RATE FOR OUTSIDE KOSHER FUNCTIONS

The Employer will continue the current practice that Cooks will get the carving rate for functions that use an outside Kosher caterer. Similarly, the current practice will continue that the number of Cooks to be assigned will depend on the size of the function.

This work opportunity should be offered by seniority.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: REASONABLE WORKLOAD

Throughout the term of this Agreement, the Employer agrees to have quarterly meetings with the Union, to be scheduled on mutual agreement, to review workload issues. The Union may request discussion about up to three Departments at each such meeting.

Representing the Employer at the meeting will be the Director of Human Resources, the Hotel Manager (or senior-level designate), and the relevant Department Manager. Representing the Union will be up to two (2) Union representatives, along with the Shop Steward and up to three members of the Departmental Union Committee for such part of the meeting as their department is under discussion.

To facilitate an effective meeting, the Union will identify the Departments and any affected positions at least a week in advance of a meeting; as soon as possible after such notification and before the meeting the Employer will provide the Union with an explanation and reasonable justification for the workload as well as any staffing level guidelines for the affected positions.

If the Union continues to believe that the workload is unreasonable, it may refer the matter to mediation in an effort to achieve a consensual resolution. The mediator will work with the parties to develop criteria to determine what constitutes an unreasonable workload. The mediator will be David Loney or mutually agreed alternative. The mediator's fee and costs will be evenly divided between the parties.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 9 (2008)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: (2008) INTRODUCTION OF CASUAL EMPLOYEES TO THE PARKING DEPARTMENT

The introduction of Casual Employees to the Parking Department will not have a detrimental impact on full-time or part-time employees in the Parking Department, nor will it have a detrimental impact on work opportunities for other Hotel employees who work in the Parking Department on an occasional basis.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: (2008) APPLICATION OF ARTICLE 20.1

The parties mutually acknowledge and agree that Article 20.1 is designed to provide some incentive and assistance to older employees who want to retire. Article 20.1 is not designed to create undue hardship on the Employer in terms of an unusual number of employees who wish to retire early. Such undue hardship could arise either from unexpected staffing shortages or from the unexpected financial burden of having to deal with a significant number of departures. For clarity, 20 employees in a single year would be considered to be significant. In any such situation, the parties will meet and attempt to achieve a resolution that would lessen the burden on the Employer.

By the same token, the parties mutually acknowledge and agree that Article 20.1 is intended to be an active and effective provision that will actually encourage employees to take early retirement if that is what they want to do. If, after a suitable time for evaluation, Article 20.1 appears to be under-used, the parties agree to discuss other measures that may be introduced, but only on the mutual agreement of the parties. One such measure that the Union has suggested and the Employer would be prepared to discuss is the concept of Dental Benefits for early retirement. This concept would see the Employer contribute to the UNITE HERE Health and Welfare Plan a monthly contribution on behalf of an employee who retires before or at age 65 from the date of retirement to end of age 66, provided that combined age and service at the date of retirement equal 75. The amount to be contributed would be set by the Health and Welfare Plan Administrator based on the cost of providing such dental benefits.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

LETTER OF UNDERSTANDING # 11 (2008)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: (2008) PENSION PLAN

At a mutually convenient time, within 12 months following the date of ratification, the parties will meet to discuss the potential for moving to a joint Union-Employer pension plan.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: CULINARY DEPARTMENT AND STEWARDING DEPARTMENT ISSUES

Within six months of the ratification of the 2008 collective agreement, the Employer has committed to the Union that it will fill at least four (4) Senior Chef de Partie positions, with the first position to be filled by the end of September 2008.

While the Senior Chef de Partie positions are being filled, or immediately after all such positions are filled, whenever it is most appropriate, the Employer will meet with the Culinary Department Committee and specifically consider whether or not there are resulting vacancies that also need to be filled or one or more specific employees whose classifications need to be revised. The Union reserves the right to grieve if it is not satisfied that the Employer is acting reasonably in its decisions about resulting vacancies and employee classifications. If any such grievance cannot be resolved in accordance with the grievance procedure, the matter may be referred by either party to mediation.

The parties will also endeavour to reach agreement about the following issues:

- portability of seniority in a line of progression that would include all of the cooking classifications in the Culinary Department (including Benihana)
- seniority scheduling (department versus classification) in the Pastry station
- application of classification seniority in the Stewarding department during times of reduced hours (shift preference versus work assignment)

If the Union decides to conduct a vote among its members on any of the above issues, the Employer agrees to abide by the results of any such vote.

If, following a reasonable discussion, the parties are unable to reach agreement in this respect, the matter may be referred by either party to mediation.

If there is mediation, it will be with David Loney or mutually agreed alternative in accordance with the process described in Letter #8.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

THE FAIRMONT ROYAL YORK HOTEL & UNITE HERE LOCAL 75
LETTER OF UNDERSTANDING # 13 (2008)

BETWEEN:

THE FAIRMONT ROYAL YORK HOTEL
(HEREAFTER REFERRED TO AS THE EMPLOYER)

AND

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

RE: (2008) ENGINEERING DEPARTMENT SHIFT ROTATION PREMIUM

As outlined in Article 7.7(b) Engineering Premium, the employee's eligible and receiving the shift rotation premium, as of ratification are as follows:

Deselegn Krow
John Chan
John De Juliis
George Garnavos
Owen Grant
Chad Green
Earl Josephs
Mike Marcos
Guido Penaherrera
Fahzul Rahaman
Eliseo Roque Jr.

This premium will only apply to the above named for the duration of their employment in their current classification.

Signed in Toronto, Ontario this day of January, 2011.

For:
The Employer

For:
The Union

H McCrory

P. Clifford

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

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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