

APPENDIX "A"
FULLY AGREED AMENDMENTS

ADD FOLLOWING LANGUAGE TO MOS:

X. During negotiations, the Union and Employer discussed the issue of waterfall scheduling in the Culinary Department. The Employer advised the Union that at this time, it intends to continue to waterfall scheduling, but reserves its management right to cease this practice. The Employer advised the Union that before it implements a decision to end the practice of waterfall scheduling during the term of the Collective Agreement, it will first consult with the Union with a view to minimizing any adverse impact on employees.


Signed at Toronto, Ontario this 27th day of November, 2024

For the Employer:





For the Union:





MOS

XX ADD FOLLOWING PARAGRAPHS TO MEMORANDUM OF SETTLEMENT:

If the Employer decides to hire a Butcher during the term of the Collective Agreement, the Employer agrees to meet with the Union if the Union wishes to request that the Butcher classification be moved to the CDP tier at that time, provided however that the Employer will be under no obligation to agree to the Union's request.

Signed at Toronto, Ontario this 5th day of December, 2024

For the Employer:

For the Union:





ADD FOLLOWING LANGUAGE TO MOS:

X. During negotiations, the Union and Employer discussed the issue of room attendants being required to close guest doors while they clean. The Employer advised the Union that at this time, it does not intend to implement such a requirement, but reserves its management right to implement this requirement should the Employer determine that is necessary to do so to comply with the *Occupational Health and Safety Act, 2000* (Ontario). The Employer advised the Union that before it implements such a requirement during the term of the Collective Agreement, it will first consult with the Union with a view to minimizing any adverse impact on employees.

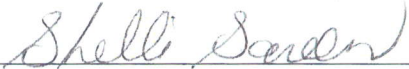
Signed at Toronto, Ontario this 27th day of November, 2024


For the Employer:





For the Union:





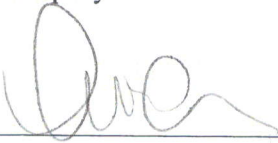
Article XX –

Article XX


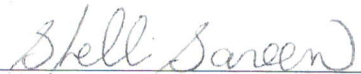
XX. In the event of an increase to the government-mandated minimum wage during the term of the agreement, all wage rates which fall below the minimum wage will be adjusted to the minimum wage rate. Any ~~percentage~~ wage increases set out in the agreement which follow the adjustment to the minimum wage rate shall be applied to the adjusted minimum wage rate instead of the negotiated rate set out in the agreement.

Signed at Toronto, Ontario this 26th day of November, 2024

For the Employer:



For the Union:



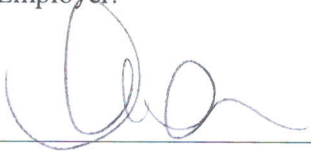
Article XX


Article XX –

- XX. Employer will agree to raise the Assistant Server's hourly wage rate by \$1.00 per hour effective the start date of the new collective agreement (over and above the across the board wage increases proposed above) and to add language to the collective agreement which says that the Assistant Server's wage rate will be maintained at no less than \$1.00 per hour above the Server wage rate throughout the term of the collective agreement.


Signed at Toronto, Ontario this 27th day of October, 2024


For the Employer:





For the Union:





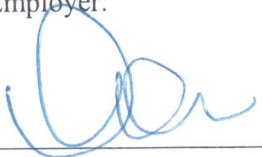
Article 3.4 – Part-Time Employee

Article 3.4 Part-Time Employee

3.4: As a condition of continued employment, all ~~new~~ part-time employees must maintain at least three days of availability, including both weekend days. Part-time employees who fail to maintain such availability will be deemed to have resigned from their employment and be struck from the seniority list.


Signed at Toronto, Ontario this 13th day of September, 2024


For the Employer:



N. Stewart

For the Union:





Article 4.3 – Bargaining Unit

Article 4.3 Bargaining Unit

REPLACE:

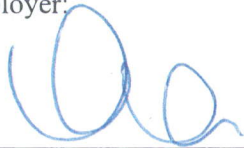
The Employer shall set a rate of pay for the new classification and notify the Union within seven (7) working days of the commencement of the classification. The Union may, within thirty (30) calendar days following notification, file a grievance starting at Step #2 of the Grievance Procedure, contesting the rate.

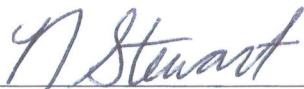
WITH:

The Employer shall set a rate of pay for the new classification and notify the Union within ~~seven~~ **fifteen (15)** working days of the commencement of the classification. The Union may, within thirty (30) calendar days following notification, file a grievance starting at Step #2 of the Grievance Procedure, contesting the rate.

Signed at Toronto, Ontario this 13th day of September, 2024

For the Employer:





For the Union:





Article 7 - POSITION AND WAGE RATES (1999)

7.6 (1999) MIDNIGHT SHIFT PREMIUM:

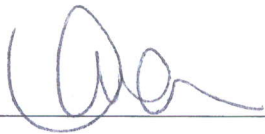
(2013, 2024) An employee for whom the majority of regular hours of work fall between 23:00 hr and 7:00 hr the next day is entitled to receive a Midnight Shift Premium in the amount of ~~seventy cents (\$0.70)*~~ **one dollar(\$1.00)** per hour for each hour worked on the midnight shift.

(2013) 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 ~~seventy cents (\$0.70)*~~ **one dollar(\$1.00))*** per hour for each hour worked.

Signed at Toronto, Ontario this 5th day of December, 2024

For the Employer:

For the Union:









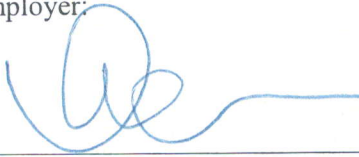
Article 9.3 – Weekly Work Schedule

Article 9.3 Weekly Work Schedule

(2024) (2002, 2008) “Departmental weekly work schedules will be prepared and shall be posted at the latest on ~~Wednesdays~~ Tuesday at ~~three (3)~~ four (4) 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 endeavor, whenever practicable, to prepare work schedules with regular, consistent, and predictable starting and ending times.”

Signed at Toronto, Ontario this 13th day of September, 2024

For the Employer:



N Stewart

For the Union:



Shell Sareen

Article 12 - Lay-off, Bumping and Recall (1999 2023)

- 12.1 The Employer recognizes seniority rights. Employees shall be laid off only in inverse order of seniority and shall be ~~rehired~~ recalled in order of seniority, ~~as set out herein~~, 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 2023) In the case of a lay-off in ~~any one~~ a department or food and beverage outlet for a period that exceeds ~~four (4) two (2)~~ normal work weeks, the affected employee(s) with the least classification seniority in the affected classification ~~with the most seniority~~ shall be laid off first and shall have the right only to:
- (a) accept the temporary layoff; or
 - (b) use their house seniority to temporarily bump an employee in a lower or equal classification within that department or food and beverage outlet with lesser house seniority than the affected employee, provided they ~~are willing to do the job and~~ have the skill, ability and efficiency to do the job, ~~and are willing to assume the shift of the employee they are bumping.~~ Where an employee is bumping from a higher rated classification into a classification with a lower ~~one~~ rate of pay, the lower rate of pay shall apply. An employee who bumps into a new classification pursuant to this Article 12.2(b) shall retain their house seniority, and their house seniority shall be their classification seniority in their new temporary classification. An employee who temporarily bumps into a lower or equal classification must accept recall to their former classification if they are recalled to their former classification within one hundred and four (104) weeks after they received their initial notice of layoff. If the employee remains in the lower or equal classification into which they have bumped for more than one hundred and four (104) weeks, they shall have no further recall rights with respect to their former classification and their house seniority shall permanently become their classification seniority in this classification.
- (2002 2023) ~~In the application of the herein provisions, the~~ An employee who wishes to exercise their right to bump another employee ~~is displacing~~ shall advise the Employer in writing no later than seventy-two (72) hours after receiving a notice of layoff from the Employer, failing which they will be deemed to have irrevocably elected to accept temporary layoff.
- (2023) For greater clarity, this Article 12.2 will not apply in the case of a permanent closure of a food and beverage outlet or department, which will be governed by Articles 12.6 and 12.7, below, or to a temporary closure, or reduction in regular operating days/hours, of a food and beverage outlet, which will be governed by Article 12.11, below.
- 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.~~
- 12.43 (1999 2023) Employees who are laid off will be retained on the seniority list for a period of ~~seventy-eight (78) weeks~~, one hundred and four (104) weeks after which they will be struck from the seniority list and their employment will terminate. 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.

Fairmont Royal York Hotel & UNITE HERE Local 75

- 12.54 (1993 2023) The Employer shall provide an employee with no less than seventy-two (72) hours advance notice of recall. Such notice shall be given by telephone. The Employer shall advise the employee of the date and time on which they are expected to report to work. If the employee does not answer the telephone, this information will be provided by way of voicemail. If an employee has provided the Employer with a personal email address, the Employer shall send an email to an employee who does not answer the phone (and for whom a voicemail is left) confirming notice of recall and the date and time on which the employee is expected to report to work. Notice of recall shall be deemed to have been delivered as of the as of the date/time on which the Employer speaks to the employee or leaves a voicemail for the employee, as applicable. The Employer shall contact the employee at the telephone number on file for the employee. It shall be the duty of the employee on lay-off or laid-off person to notify the Employer's Human Resources Talent & Culture department promptly, in writing, of any change in their his/her address or telephone number and/or personal email address; if any employee on lay off or laid-off person fails to do this, the Employer shall not be responsible for the failure of notice of recall to reach the employee him/her. and any notice shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was sent.
- 12.65 (1993 2023) Unless an An employee signifies his/her who has received a notice of recall must contact their Department Head by telephone or email to confirm their intention to return to work within five (5) days seventy-two (72) hours after receiving the notice of recall and the employee shall report to work by the date specified or within ten (10) days (beginning on the first day after the day on which notice of recall is given), whichever is later. being recalled, his/her name shall be passed over. and If an employee who has received a notice of recall does not confirm their intention to return to work, as required above, and/or does not report to work on the date/time communicated by the Employer in the notice of recall, unless within ten (10) days after being recalled he/she they reports to work, or gives and does not provide the Employer with a legitimate reason for being unable to do so, he/she they shall be deemed to have resigned from their employment and will be struck off the seniority list.
- 12.76 (1999 2023) Should the Employer permanently close a food and beverage outlet, the an affected employee may elect to:
- (a) use their house seniority to exercise their seniority rights and displace another employee bump an employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser house seniority than the affected employee, with lesser seniority providing provided that the affected employee has the skill, ability and efficiency to do the job of the bumped employee and is -The employee must be willing to assume the shift of the displaced bumped employee. Where skill, ability and efficiency to do the job are equal among two or more affected employees who wish to bump another employee pursuant to this Article 12.7(a), then classification seniority among the affected employees will be the governing factor. Where an employee is bumping from a higher rated classification into a classification with a lower rate of pay, the lower rate of pay shall apply. An employee who bumps into a new classification pursuant to this Article 12.6(a) and the employee shall retain their house seniority, and their house seniority shall be their classification seniority in their new classification;
 - (b) accept lay-off and elect to stay on the seniority list for a period equivalent to the length of their continuous service with the Employer The Fairmont Royal York but shall not exceed up to a maximum of one hundred and four (104) seventy eight (78) weeks and subject to recall for suitable employment as noted above; or

- (c) terminate their employment and receive, as applicable, the termination pay, severance pay, benefits continuation and other payments, if any, to which they are entitled pursuant to the *Ontario Employment Standards Act, 2000*, as amended. ~~accept severance pay in accordance with the Employment Standards Act for the Province of Ontario and be removed from the seniority list.~~

(2023) An affected employee shall have fourteen (14) days after they are given notice in writing of the permanent closure to advise the Employer of the option they wish to exercise. If the employee does not advise the Employer of the option they wish to exercise within this fourteen (14) day period, they shall be deemed to have irrevocably elected to exercise option (c), above, and the termination of their employment shall be effective on the fourteenth (14th) day after they are given notice of the permanent closure, or the actual date on which the food and beverage outlet closes, whichever is later.

(2023) If the Employer opens a new food and beverage that is comparable to the permanently closed food and beverage outlet an employee who has elected to exercise option (b), above, and who remains on layoff as of the date on which the Employer posts for a position in the new outlet, and who applies for that position, shall be given preference in hiring over other internal candidates or external candidates who apply for the position, subject to the employee demonstrating that they have the skill, ability and efficiency to do the job they are applying for, and their successful completion of training and testing. Where skill, ability and efficiency are equal among two (2) or more such employees who apply for a position in the new outlet and successfully complete training and testing, then classification seniority among such employees (in the permanently closed food and beverage outlet) shall be the governing factor in determining the employee hired for the position. An employee who is hired for a position in the new outlet shall retain their house seniority, but shall be required to accumulate classification seniority in the new outlet.

12.87 (2023) Should the Employer permanently close a department, the Employer will undertake to place ~~the an~~ affected employee into another department or food and beverage outlet, if a position is available and the employee has the skill, ~~and the~~ ability and efficiency to do the work involved. Where skill, ~~and~~ ability and efficiency to do the work involved are equal among two or more affected employees who wish to be placed in a suitable position that is available in another department or food and beverage outlet, then classification seniority in the permanently closed department will be the governing factor. Where an employee is moving from a higher rated classification into a classification with a lower rate of pay, the lower rate of pay shall apply. An employee who is placed in another department or food and beverage outlet ~~and the employee~~ shall retain their house seniority, ~~while being~~ but shall be required to accumulate ~~their departmental classification seniority in their new classification occupation~~. Should ~~not~~ suitable position be available, or should an affected employee advise the Employer that they do not wish to be placed in a suitable position that is available, the affected employee may elect to:

- (a) ~~accept lay-off and~~ elect to stay on the seniority list for a period equivalent to the length of their continuous service with the Employer ~~The Fairmont Royal York but shall not exceed up to a maximum of seventy-eight (78) weeks one hundred and four (104) weeks and subject to recall for suitable employment as noted above;~~ or
- (b) terminate their employment and receive, as applicable, the termination pay, severance pay, benefits continuation and any other payments, if any, to which they are entitled pursuant to the *Ontario Employment Standards Act, 2000*, as amended. ~~accept severance pay in accordance with the Employment Standards Act for the Province of Ontario and be removed from the seniority list.~~

An affected employee shall have fourteen (14) days after they are given notice in writing of the permanent closure of their department to advise the Employer whether they wish to be placed in a suitable position that is available in another department or food and beverage outlet. If no suitable position is available, or if the employee advises the Employer that they do not wish to be placed in a suitable position that is available, the employee must also advise the Employer within this fourteen (14) day period whether they wish to exercise option (a) or (b), above. If the employee does not advise the Employer whether they wish to exercise option (a) or (b) above within this fourteen (14) day period, they will be deemed to have irrevocably elected to exercise option (b), above, and the termination of their employment shall be effective on the fourteenth (14th) day after they are given notice of the permanent closure, or the date on which the department permanently closes, whichever is later.

~~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 fifty-two (52) 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".~~

12.98 (1996 2023) Notwithstanding the provisions of aArticle 12.1, above, a duly elected or appointed Shop Steward who has at least two (2) years of house seniority shall not be sent home or laid off because of lack of work so long as he/she is they are capable and has have the skill and ability to perform any work available in his/her their own department or his/her their own Ffood and Bbeverage outlet, or except when all the employees in the department or the Ffood and Bbeverage outlet have been laid off.

In the event that this provision is applied, it is understood the Employer will have the right to lay off the remaining employees in accordance with their classification seniority in the department or Ffood and Bbeverage outlet. It is further agreed that at no time will the seniority of a Union Shop Steward supersede that of his/her their immediate supervisor.

12.109 (1999 2023) In-House Training for ILaid-off eEmployees:

- (a) (2002 2023) 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~~ their 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 themselves~~ of the provision stated in a) herein, an employee shall submit ~~his/her~~ their request in writing to the Director ~~Human Resources of Talent & Culture~~.
- (d) Should the employee either fail to learn and/or fail to demonstrate ~~his/her~~ their qualifications within the herein stated period, the employee will be returned to permanent lay-off status forthwith.

12.11 ~~10~~ (2008-2023) Training Top-up for Laid-off Food and Beverage Employees:

If an employee is:

- (a) temporarily laid off ~~in accordance with Article 12.1(a), above, due to partial-closing a temporary closure, or a reduction of regular operating days/hours,~~ 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 ~~Hospitality Workers Training Centre Training Action Centre (or approved by the Hospitality Workers Training Centre Training Action Centre),~~

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 the ~~partial-closing temporary closure, or a reduction in the regular operating days/hours,~~ of a food and beverage outlet is also entitled to avail ~~himself/herself themselves~~ of the training opportunity under Article 12.10, once per calendar year.

12.12 ~~11~~ (2005 2023) Partial-closing Temporary Closure or a Reduction of Operating Day/Hours 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 (i) temporarily close a food and beverage outlet ~~for all or some of the days in the week,~~ or (ii) reduce the regular operating days/hours ~~of 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 no~~ less than fourteen (14) days' ~~of in~~ advance, notice in writing to the Union and affected employees. ~~For greater clarity, employees who are laid off as a result of (i) or (ii), above, shall not have the right to bump into another department or food and beverage outlet during their period of layoff, but shall be eligible for recall to suitable employment.~~
- (b) The Employer and the Union shall meet to first discuss alternatives to closing or reducing operating days/hours with a view towards minimizing the adverse ~~affects~~ impacts on employees. Failing which, both parties shall review pertinent information and consider

Fairmont Royal York Hotel & UNITE HERE Local 75

reasonable alternatives which may be in keeping with budget and/or time constraints, if any.

- (c) Under any circumstance of a temporary closure, or a reduction in regular operating days/hours, of one (1) or more day(s), an employee shall be is entitled to use his/her their unused personal day(s) or vacation day(s) to make up for any lost wages.
- (d) (2008) Under any circumstance of a temporary closure, or reduction in operating days/hours, 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 1208 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 or reduction in operating days/hours.
- (e) 1208 hours and 64 hours are the current UNITE HERE Health and Welfare caps; these will be revised as necessary if the caps change.

12.12 (2023) If the Employer opens a seasonal outdoor patio that is affiliated with an existing food and beverage outlet, employees working in that outlet shall be given the first opportunity to be scheduled to work at the affiliated patio. Any additional positions required for that affiliated patio will be filled by temporary transfers as per Articles 9.10, 9.11 and 9.12.

ADD FOLLOWING LANGUAGE TO MOS:

X. The Employer and the Union agree that if technological improvements occur during the term of the collective agreement, either party may request a meeting to discuss an electronic method for each laid off employee to designate their preferred method of contact to be recalled to work pursuant to Article 12.5 of the collective agreement.

Signed at Toronto, Ontario this 15th day of February, 2023

For the Employer:

For the Union:









Article 12 – LAY-OFF, BUMPING AND RECALL (1999 2024)

Article 12: Lay-off, Bumping and Recall ((1999 2024)


12.13 (2024) Fairmont Gold Room Attendants and Fairmont Gold Housepersons will not have the right to bump into the general Room Attendants and Housepersons classifications respectively, and vice versa

ADD FOLLOWING LANGUAGE TO MOS:

*Union agrees to withdraw Union withdraw the outstanding Fairmont Gold classification grievance(s) and agrees to add the Fairmont Gold Room Attendants and Fairmont Gold Housepersons classifications to the CBA

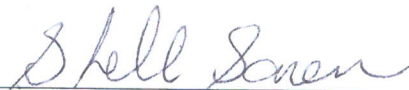
Signed at Toronto, Ontario this 20th day of November, 2024

For the Employer:




J. Stewart

For the Union:



Shell Soren



M. Kim

Article 14 – RECOGNIZED HOLIDAYS (2005)

Article 14: Recognized Holidays

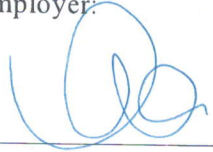
- 14.1 The parties recognize the following as holidays. To the extent practicable an employee shall not be required to work on the holidays:


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

*Designated Holidays

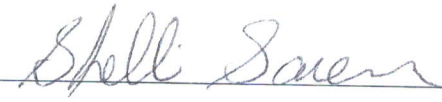
Signed at Toronto, Ontario this 13th day of November, 2024


For the Employer:





For the Union:





Article 14.3 (f) – Payment

Article 14.3 (f) Payment

14.3 (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. **The Employer will review and approve or deny all Lieu Day requests submitted by employees through the designated platform (currently Day Force) within two (2) weeks’ following the date on which the request is submitted. Any Lieu Day not taken as compensated time off within ninety (90) days after the holiday to which the Lieu Day relates will be paid as extra pay within two pay periods after the expiry of the ninety (90) day period. The Employer will not unilaterally schedule Lieu Days to be taken as compensated time off.**

Signed at Toronto, Ontario this 13th day of September, 2024


For the Employer:





For the Union:





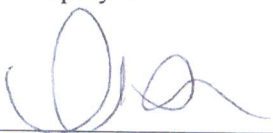
Article 15.8 – Annual Vacation


Article 15.8 Annual Vacation

- 15.8 (2002, 2018) The Employer will arrange for a vacation schedule to be posted by department by October 1st of each year for the following calendar year and employees must submit their request for vacation by November 30th of the same year for vacation to be taken in the following calendar year. The vacation dates of the employees who fail to submit their request by November 30th will be determined on a first-come first-served basis only on available dates as determined by the Employer. **The Employer will review and approve or deny all vacation requests submitted after November 30th within two (2) weeks following the date on which the request is submitted.** The Employer will post vacation dates for each employee by department by no later than December 15th of each year for the following calendar year.

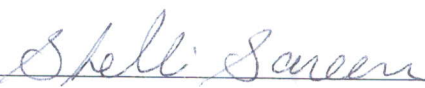
Signed at Toronto, Ontario this 16th day of September, 2024


For the Employer:





For the Union:





Article 16 – EMPLOYEE BENEFITS (1999)

Article 16: Employee Benefits

16.17 (2024) Accompanying the submission of contributions, the Employer shall provide a detailed record of fund contributions, specifying the amount contributed for each employee, the respective fund to which the contribution is allocated, and the corresponding hours worked by each employee.

For clarification, these funds are:


- a) The UNITE HERE LOCAL 75 UNION EDUCATION FUND
- b) CULTURE FUND
- ~~c) COMPASSION FUND~~
- c) EQUAL OPPORTUNITY TRAINING FUND

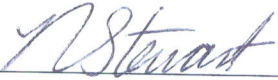
The employer may combine this list into the same list used to report dues deductions referenced in Article 25.

This information shall be in an Excel spreadsheet or in a formatted text format, like .csv format, containing header information and submitted to the Union through the Employer Portal provided in the Union's information technology system.

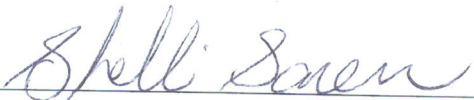
Signed at Toronto, Ontario this 20th day of November, 2024


For the Employer:





For the Union:





Article 20 - RETIREMENT ALLOWANCE

20.1 (2010, 2018) RETIREMENT ALLOWANCE:


For those employees whose age and service equal or exceed 75, and who choose to retire at or after the age of 60, they shall be entitled to a lump sum payment of \$2,500.00 for every five (5) years of service, or part thereof, to a maximum of \$15,000.00. Eligible employees who have forty (40) or more years of service as of their date of retirement shall be entitled to receive an additional lump-sum payment of \$5000.00. For clarity, this provision will apply to full time employees and part time employees.


(2024) For those age 65 and older who chose to retire within 1 year of ratification shall receive an additional bonus of \$5,000.


Signed at Toronto, Ontario this 5th day of December, 2024


For the Employer:

For the Union:









Article 21 – Grievance Procedure

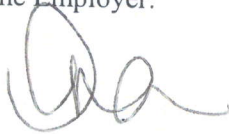
Article 21 – Grievance Procedure


ADD BELOW PARAGRAPH TO MEMORANDUM OF SETTLEMENT:

XX. The Employer and the Union agree that, notwithstanding Article 21.3(a) and 21.3(b) of the Collective, for the duration of the new Collective Agreement, neither the Union nor the Company will rely on Article 21.3(a) and (b), and will instead continue the current practice of advancing a grievance to the next step of the grievance procedure where no response has been given by the Employer within the time limit provided in Article 21.


Signed at Toronto, Ontario this 4th day of October, 2024


For the Employer:





For the Union:





Article 21 – Grievance Procedure

Article 21 – Grievance Procedure


ADD BELOW PARAGRAPH TO MEMORANDUM OF SETTLEMENT:


XX. The Employer and the Union agree that, notwithstanding Article 21.3(a) and 21.3(b) of the Collective, for the duration of the new Collective Agreement, neither the Union nor the Company will rely on Article 21.3(a) and (b), and will instead continue the current practice of advancing a grievance to the next step of the grievance procedure where no response has been given by the Employer within the time limit provided in Article 21.

XX. The Union agrees that **for the duration of the new Collective Agreement** it will not refer any grievances to arbitration pursuant to section 48 or 49 of the *Labour Relations Act* until such time as Local 75's legal counsel (Ryan White or designate) has contacted Hotel legal counsel (Trevor Lawson or designate) by letter, email or telephone to propose three arbitrators who have dates available within eight weeks following the date on which Ryan White contacts Trevor Lawson to schedule the first day of arbitration. If the parties cannot agree on an arbitrator and a date for the first day of arbitration within five working days after Ryan White contacts Trevor Lawson, Local 75 will have the right to refer the grievance pursuant to section 48 or 49. The parties agree that these five working days shall not count towards the ten working days within which a grievance must be submitted to arbitration under Article 21.9 of the Collective Agreement.


Signed at Toronto, Ontario this 4th day of October, 2024


For the Employer:





For the Union:





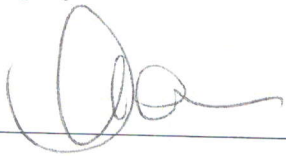
Article 23 - DISCIPLINE AND DISCHARGE (1999)

23.8 Discipline & Discharge

b.) (2002, 2024) The employee may be held out of service, without loss of regular wages, pending an investigation until the time of the meeting with the Employer. On determining whether or not to hold an employee out of service, the Employer will consider the nature of the alleged infraction. For the purposes of this Article, a gratuity earner's "regular wages" shall be calculated using the current base rate in the Collective Agreement for a Houseperson in lieu of lost regular wages and gratuities.


Signed at Toronto, Ontario this 13th day of November, 2024

For the Employer:



N. Stewart

For the Union:



K K A

Article 24.7(a), Article 26.3 and Schedule "A"

Article 24.7(a)

(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~~ (2023) Royal Service (1)
- Culinary Department (2+)
- ~~(2005)~~ (2023) Stewardsing Department (1)
- Engineering Department (1)
- Banquet Department (3)
- In Room Dining Department (1)
- ~~(2005) Epie Restaurant Outlet~~ (2023) Reign Restaurant Outlet (1)
- ~~(2005) (2023) Epie Lounge Outlet,~~ Library Bar Outlet, ~~Pipers Gastropub~~ Reign Bar & Bakery Outlets, Clockwork Outlet (2+)
- ~~(2005) York's Deli and Bakery Outlet (+)~~
- ~~Benihana Outlet (+)~~
- Stores Department, Refreshment Centre (1)

Should the Employer establish a new outlet or new department, the Union shall have the right to appoint or otherwise select a Shop Steward for that new outlet or department, provided that the total number of Shop Stewards in all outlets and departments shall not exceed eighteen (18), unless otherwise agreed by the parties.

Article 26.3 (Partnership on Training and Job Opportunities)

REPLACE: "*Hospitality Workers Training Centre*" WITH: "*Hospitality Training Action Centre 75, or the training program so named by the Union*".

Schedule "A" (Classification, Department & Wage Rates)

DELETIONS:

- Culinary:
- Delete "Benihana Sushi Senior" Classification
- Delete "Benihana Sushi Junior" Classification
- Delete "Senior Special Teppan Chef" Classification
- Delete "Special Teppan Chef" Classification

- *Benihana:*
 - Delete "Captain" Classification
 - Delete "Server" Classification
 - Delete "Busperson" Classification
 - Delete "Bartender" Classification
 - Delete "Utility Attendant" Classification
- *Pipers Bar:*
 - Delete "Bartender" Classification
 - Delete "Server" Classification
- *Yorks Deli Outlet:*
 - Delete "Deli Attendant Cashier" Classification
- *New outlet:* Update collective agreement to reflect current name of "Reign"
- *New outlet:* Update collective agreement to reflect current name of "Clockwork"
- *Housekeeping:*
 - Delete "Pick Station" Classification
- *Laundry:*
 - Delete "Seamstress" Classification
 - Delete "Laundry Clerk" Classification
 - Delete "Laundry Attendant" Classification

ADDITIONS:


- Add "Reign Bakery Attendant" Classification


Signed at Toronto, Ontario this 16th day of February, 2023

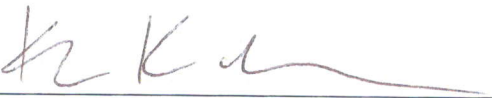
For the Employer:

For the Union:









Article 25.3 – Union Dues

Article 25.3 Union Dues

25.3 (1999, 2024) 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:

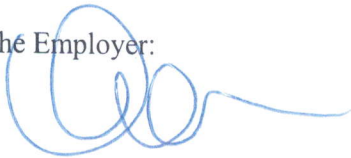
- The employee name
- The social insurance number
- The amount of Union dues deducted from each employee
- Other deductions (i.e. initiation fees, special assessments).

The above information will be provided to the Union on-line or electronically, ~~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).

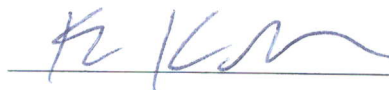
The Employer shall provide the Union with the following information with respect to each employee in the bargaining unit and shall update it every six (6) months at the time the seniority lists are being updated: Name, address, telephone number, social insurance number, classification, employment status (e.g., full-time, part-time, casual), seniority, date of change of status if applicable and their rate of pay, email address, ethnicity, immigration status, primary language. ~~The Employer shall provide this information electronically or on computer disk if requested by the Union and if feasible.~~ This information shall be provided electronically. Lists shall be in an Excel spreadsheet or in a formatted text format, like .csv format, containing header information and submitted to the Union through the Employer Portal provided in the Union's information technology system.

Signed at Toronto, Ontario this 18th day of September, 2024

For the Employer:



For the Union:



Article 29 - GENERAL (2005)

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;


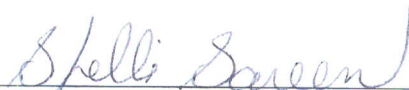
b) (2010, 2018, 2024) In the event of wear and tear through normal use, breakage or damage of said inventoried tools during working hours, the Employer will, upon the presentation of the purchase receipt and with the approval of the specified Department Head and/or the Human Resources Director, reimburse the cost for replacement with a tool equivalent to that inventoried, to a maximum of one hundred and ~~fifty~~ **sixty** dollars (~~\$151~~**\$160.00**) per year total.

Signed at Toronto, Ontario this 5th day of December, 2024

For the Employer:



For the Union:



Article 29 – ARTICLE 29 - GENERAL (2005)

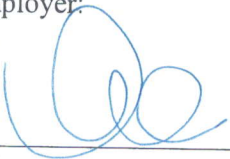

Article 29.9: Housekeeping Department

13. (2024) Housepersons will get \$2.00 for each microwave or fridge delivered to the room.


1314. (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.

Signed at Toronto, Ontario this 20th day of November, 2024

For the Employer:


_____

For the Union:


_____

Article 29 - GENERAL (2005)

29.8 (2003, 2018, 2024) SHOE ALLOWANCE

(2003, 2018) 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 ~~one hundred ninety~~ dollars (\$100-90.00); once (1) per year for the following departments:

- Repairs and Maintenance
- Kitchen**
- Stewarding
- Banquet Porters
- Housepersons
- Laundry
- Stores and Receiving
- Doorpersons

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

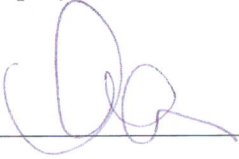
Category B: shoes must be closed toe, closed heel, non-skid sole, and of uniform color Covered to a maximum of ~~eighty seventy~~ dollars (\$80) 70.00; once (1) per year for the following departments:

- Housekeeping (excluding Housepersons)
- Valet/Dry Cleaning
- 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 forty~~-five dollars (\$345.00); once (1) per year. Category C applies to all employees not otherwise covered under Category A or B.

Signed at Toronto, Ontario this 5th day of December, 2024

For the Employer:


_____

For the Union:


_____

Article 29 - GENERAL (2005)

29.9 HOUSEKEEPING DEPARTMENT

12. (2002, 2024) COTS & CRIBS:

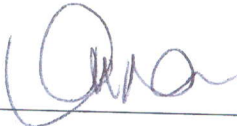
Effective with the date of signing of the new agreement:


- a) a sum of one dollar and twenty-five cents (~~\$1.00~~) (\$1.25) 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 and twenty-five cents (~~\$2.00~~) (\$2.25) shall be paid to the Room Attendant for the make up of a cot or a crib.
- c) a sum of two dollars and twenty-five cents (~~\$2.00~~) (\$2.25) shall be paid to the Room Attendant for the make up of a sofa-bed when used by a guest as a bed.

Signed at Toronto, Ontario this 5th day of December, 2024


For the Employer:

For the Union:









Article 29 – GENERAL (2005)

Article 29.10: In Room Dining

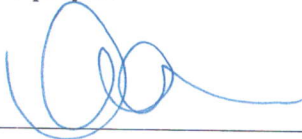
1. CHEQUE:

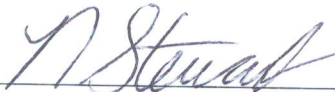
(2024) In the room service department, the Employer agrees that on the guest cheque it shall show a suggested gratuity of ~~15%~~ 18% with the understanding that non-payment of all or any service charge to the Employer by the guest will be recoverable from the employee(s), subject to appeal by the employee through the grievance procedure.

(2008, 2024) When the Employer negotiates Airline Discounts, it will use its best efforts to get contractual agreement that the gratuity of ~~15%~~ 18% shall be calculated on the full menu price of the order.

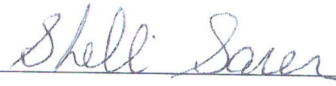
Signed at Toronto, Ontario this 13th day of November, 2024


For the Employer:





For the Union:





Article 29 – GENERAL (2005)

Article 29.11: (1999) GUEST SERVICE DEPARTMENT

2. Box Handling

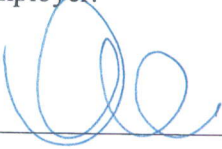
ii) (2008, 2018, 2024) The ~~three dollars and fifty cents (\$3.50)~~ **five dollars (\$5)** box handling fee shall only apply once per box regardless of the number of times the box is moved. The box handling charge will only be applied at the point the box comes in contact with a bellperson at the Front, East or West guest Doors.

iii) The company will, at the time of the negotiations with the Convention Organizers, negotiate a box handling charge equivalent to a sum of ~~three dollars (\$3.50)~~ **five dollars (\$5)**.

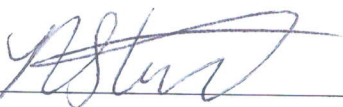
Signed at Toronto, Ontario this 13th day of November, 2024

For the Employer:

For the Union:









Article 29 – ARTICLE 29 - GENERAL (2005)

Article 29.11 (1999, 2024) Guest Services Department

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.

(2024) For greater clarity, under no circumstances will Valets or any other classifications other than Doorpersons be assigned any parking spots (whether situated at the East Door or elsewhere) at any time, or eligible to receive payment from any customers or the Employer for any parking spots (whether situated at the East Door or elsewhere) at any time.


Signed at Toronto, Ontario this 26th day of November, 2024


For the Employer:





For the Union:





Article 29 – ARTICLE 29 - GENERAL (2005)

Article 29.11: (1999, 2024) Guest Services Department

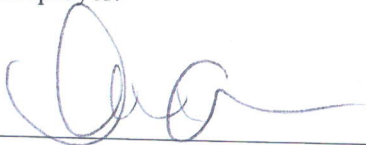
i.v. (2018, 2024) Room Drops:


Room Drop rates for all room drops charged to a guest (including a tour group) and completed by Bellpersons will be outlined as follows:

- Two dollars (\$2.00) and fifty cents (\$2.50) per item for bags/items dropped inside the room;
- One dollar and twenty-five cents (\$1.25) and fifty cents (\$1.50) per item for bags/items dropped outside the room (or under the door, door hanger, etc...)

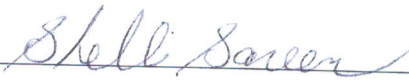
Signed at Toronto, Ontario this 26th day of November, 2024


For the Employer:





For the Union:





Article 29 – GENERAL (2005)

Article 29.13: FOOD & BEVERAGE GRATUITY


a.) (2018, 2024) Gratuities on Large Groups


The Employer agrees that when a party of six (6) persons or more is 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%)~~ **eighteen percent (18%)** 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%)~~ **eighteen percent (18%)** 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%~~ **18%** gratuity be added on a party of six (6) persons or more on a single cheque".

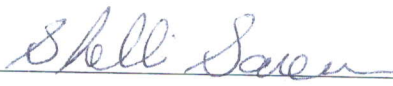
Signed at Toronto, Ontario this 13th day of November, 2024

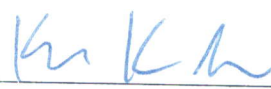
For the Employer:





For the Union:





Schedule "B" - Banquet Department (2010)

0.28 Banquet Porter Box Handling

0.28 Box Handling


2.) (2008, ~~2024~~) 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 and fifty cents (\$3.50)~~ five dollars (\$5.00) per box. This letter does not apply to contract(s) agreed to prior to the date of the signing of the collective agreement with the convention coming to the hotel after the date of the signing of the collective agreement; ; 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.


4.) (2008, ~~2024~~) ~~The three dollars and fifty cents (\$3.50)~~ five dollars (\$5.00) 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.

6. (2018) A fee of ~~at least thirty five dollars (\$35.00)~~ fifty dollars (\$50.00) 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.


Signed at Toronto, Ontario this 13th day of November, 2024


For the Employer:





For the Union:





Letter of Understanding #4 (2008-2024)

RE: HOUSEKEEPING WEEKENDS OFF

Employer will agree to provide up to 35 Room Attendants with Saturday and Sunday off by seniority. Additionally, the Employer will agree to up to 10 Room Attendants with Sunday only off by seniority.


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 February 1, 2014.
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 at Toronto, Ontario this 5th day of December, 2024

For the Employer:

For the Union:









APPENDIX 'B'
SETTLED AND RESOLVED
GRIEVANCES

General Information						Grievance Details	
Hotel File No	Grievor's Name	Department Information			Date Grievance Presented	Type	Details
		Division	Department	Position			
2021-33	Local 75	Rooms	Housekeeping	Room Attendant	12/21/2021	Group	Housekeeping Weekends OFF LOU
2022-01	Bellperson	Rooms	Guest Services	Bellperson	2/4/2022	Group	Bell Captains scheduled during lockdown.
2022-02	Housekeeping	Rooms	Housekeeping	Houseperson	3/14/2022	Group	Bellpersons grieve they should have been recalled by
2022-05	Doorperson Team	Rooms	Guest Services	Doorperson	4/14/2022	Group	Grieving start time change
2022-06	Doorperson Team	Rooms	Guest Services	Doorperson	4/14/2022	Group	Door person spots - Good Roads buyout
2022-08	Room Attendants	Rooms	Housekeeping	Room Attendant	4/15/2022	Group	Backpay for January
2022-09	Room Attendants	Rooms	Housekeeping	Room Attendant	4/15/2022	Group	HK Weekends Off
2022-17	Paul Braden/Door	Rooms	Guest Services	Doorperson	4/15/2024	Individual	Grieving start time change
2022-31	Doorperson Team	Rooms	Guest Services	Doorperson	5/21/2024	Group	4/15/2022 -Due to occupancy levels Door Spots allegedly could not be used
2022-48	Bellperson	Rooms	Guest Services	Bellperson	10/17/2022	Group	
2022-53	Housekeeping	Rooms	Housekeeping	Room Attendant	11/16/2022	Group	Room drops believed to be paid to Bellperson
2023-15	Engineering	Engineering	Engineering	All	3/23/2023	Group	Room drops believed to be paid to Bellperson
2023-19	Engineering	Engineering	Engineering	All	5/1/2023	Group	Pay all Engineering classifications a gold premium rate
2023-21	Doorperson Team	Rooms	Guest Services	Doorperson	4/20/2023	Group	Create and Pay lead hands \$1 more an hour similar to Painter Darek
2023-68	Guest Services	Rooms	Guest Services	Bellperson	9/26/2023	Individual	Guest Services colleagues should be able to accept "appreciations" from third party companies such as Taxi and Claimed Double handling should be paid for tour luggage
2023-85	Valet Parking Group Grievance	Rooms	Guest Services	Valet Attendant	11/15/2023	Group	
2024-17	Doorperson	Rooms	Guest Services	Doorperson	2/21/2024	Group	Valet Parking Utilizing Overnight Spots
2024-18	Doorperson	Rooms	Guest Services	Doorperson	2/21/2024	Group	Unreasonable workload
2024-18	Valet Parking Stewarding/UH75	Rooms	Guest Services	Cashier	2/24/2024	Group	None BU members doing bargaining work
2024-19	Policy	F&B	Stewarding	Steward	2/21/2024	Group	CALL IN PROCEDURE - expanded to full BU
2024-25	Housekeeping	Rooms	Housekeeping	Room Attendant		Group	Lack of notice regarding cleaning with door closed policy
2024-39	Guest Services	Rooms	Guest Services	Bellperson		Group	
2024-53	Guest Services	Rooms	Guest Services	Valet Attendant	7/29/2025	Group	Double Bagagge Handling - Tour Group Baggage Perceived increased workload due to parkign garage access change
2024-74	Bell Captains	Rooms	Guest Services	Bell Captains	9/23/2024	Policy	Violation of 6.4 and LOU #7 - Alleged extra tasks added to role
2024-75	UH75 & Bellperson	Rooms	Guest Services	Bellperson	9/15/2024	Policy	Double Bagagge Handling - Tour Group Baggage
2024-78	UH75 & Bellperson	Rooms	Guest Services	Bellperson	10/3/2024	Policy	
2024-84	Electrician	Engineering	Engineering	Electrician	10/21/2024	Group	Room drops believed to be paid to Bellperson Pay 40 OT due to progressive. Company has offered 16hrs