

In the matter of negotiations for the renewal of the Collective Agreement:

BETWEEN:

FAIRMONT ROYAL YORK HOTEL

(the "Company")

- and -

UNITE HERE LOCAL 75

(the "Union")

MEMORANDUM OF SETTLEMENT

1. The Company and the Union agree to fully and finally settle all issues in dispute between the parties with respect to the renewal of the 2018-2022 Collective Agreement on the basis of (i) the terms of this Memorandum; and (ii) each of the fully agreed amendments signed by the parties attached hereto as Appendix "A" (the "Fully Agreed Amendments").
2. The Company and Union, including, without limitation, the undersigned, and all members of the parties respective executive and negotiating committees, will unanimously recommend full and complete acceptance of all of the terms of this Memorandum and the Fully Agreed Amendments, and will communicate (whether verbally or in writing) only in full and complete support of ratification of the terms of this Memorandum and the Fully Agreed Amendments.
3. The Union will seek ratification of the terms of this Memorandum and the Fully Agreed Amendments by no later than 5:00 p.m. on December 13, 2024 and will advise the Employer of the results of the ratification vote by no later than 7:00 p.m. on December 13, 2024 by email or telephone.
4. The Union and the Company acknowledge and agree that there are no unfair labour practice complaints outstanding or pending in relation to the negotiations between the parties and/or their respective representatives or agents, and that they are not, as of the date of this Memorandum, aware of any facts that would support the filing of an unfair labour practice complaint by or on behalf of the parties against the other party or their respective representatives or agents in relation to these negotiations at any time in the future.
5. Subject to ratification, the Company will prepare a new Collective Agreement incorporating each of the Fully Agreed Amendments within a reasonable period of time following ratification. The Union will have a reasonable opportunity to review the new Collective Agreement and to advise the Company of any errors or omissions which require correction.

Subject to any changes required to correct such errors or omissions, the parties will meet to sign the new Collective Agreement within a reasonable period of time following ratification.

6. During the term of the Collective Agreement, bargaining unit employees will not be eligible to receive any wages, premiums, allowances, contributions, bonuses, fees, benefits, pension or any other payments or benefits other than as expressly agreed in this Memorandum, the Fully Agreed Amendments and/or the Collective Agreement.

Signing Bonus

7. Subject to ratification, the Employer will pay the following signing bonuses by December 20, 2024 to each active non-probationary full-time and part-time bargaining unit employee hired before May 1, 2024 who is on the seniority list as of the date of ratification, less applicable deductions. Non-probationary full-time and part-time bargaining unit employees hired before May 1, 2024 who are on the seniority list as of the date of ratification but who are on a statutory or approved leave of absence as of the date of ratification will be paid their signing bonus following their return to active employment with the Employer. Notwithstanding the fact that they are tipped employees for all purposes related to their employment, eligible full-time and part-time Bellpersons will receive the applicable Non-Tipped bonus:

	Non-Tipped FT	Non-Tipped PT	Tipped FT	Tipped PT
Employed Prior to May 1, 2022	\$5000.00	\$3000.00	\$2250.00	\$1350.00
Hired between May 1, 2022 – April 30, 2023	\$2500.00	\$1500.00	\$1125.00	\$675.00
Hired between May 1, 2023 – April 30, 2024	\$1250.00	\$750.00	\$562.50	\$337.50

Digital Tipping

8. The Employer commits to making a commercially reasonable effort to determine whether a digital tipping solution can be introduced at the Hotel which is consistent with Fairmont’s luxury brand and standards and to report back to the Union regarding its progress within six (6) months following the date of ratification, provided however, that the Employer will retain the sole discretion to determine whether such a digital tipping solution can be implemented.

Disciplinary Suspensions

9. During negotiations, the parties discussed the Union’s concern regarding the length of disciplinary suspensions imposed by the Employer. The Employer assured the Union that it

recognizes and will follow the principle of progressive corrective discipline. except in cases where the severity of the conduct warrants a more advanced disciplinary response. The Employer will consider all relevant factors when imposing discipline and will not impose a disciplinary suspension in excess of five (5) days except in cases of serious misconduct (e.g., theft, fraud, violence/threats of violence, discrimination or harassment, negligent or willful misconduct causing material loss, or health and safety infractions causing risk of serious injury or death). The imposition of an advanced disciplinary suspension in cases of serious misconduct in one case will not limit the Employer's discretion to terminate for just cause in another case. The Union reserves the right to grieve all discipline.

Doorperson Scheduling

10. The Employer agrees to maintain the following scheduling practice for Doorpersons for the duration of the Collective Agreement:
 - (a) There are 5 fixed Doorperson schedules, each following a two-week rotation, which are assigned on a seniority basis. All remaining shifts are assigned according to seniority and operational requirements allowing for a maximum of 5 East Door shifts in any two-week rotation.
 - (b) In the event that 1 of the 5 set shifts becomes vacant due to a colleague's departure from the classification, the vacant fixed shift line will be offered on a seniority basis.
 - (c) In the event of a temporary vacancy of a fixed shift line (4 weeks or more) the vacant shifts will be offered by seniority on a temporary basis.

Grievance Settlement Fund

11. The Union and the Employer agree to fully and finally settle and resolve the group and policy grievances listed in Appendix "B" hereto effective as of the date of ratification. As consideration for the full and final settlement of the Grievances, the Employer will pay to the Union a Grievance Settlement Fund in the amount of \$50,000.00, which shall be paid to the Union within fourteen (14) days following the date of ratification. The Union shall have the sole and exclusive discretion and responsibility for distributing the Grievance Settlement Fund and for determining the employees who are eligible to receive payment, the amount to be paid to such employees and the timing of such payment. The Union, and employees who receive payment from the Union, shall be solely and exclusively responsible for reporting such payments where required in accordance with applicable laws.

Fairmont Gold Classification

12. The Union agrees to withdraw the outstanding Fairmont Gold classification grievance(s) and agrees to add the Fairmont Gold Room Attendants and Fairmont Gold Housepersons classifications to the Collective Agreement.

Culinary Scheduling

13. 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.

Room Attendants (Closure of Guest Doors While Cleaning)

14. 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.

Grievance Procedure (Article 21)

15. The Employer and the Union agree that, notwithstanding Article 21.3(a) and 21.3(b) of the Collective, for the duration of the 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.
16. The Union agrees that 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

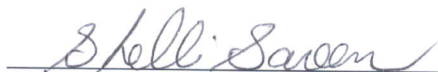
not count towards the ten working days within which a grievance must be submitted to arbitration under Article 21.9 of the Collective Agreement.

Other

17. The provisions of this Memorandum do not form part of the Collective Agreement and will expire on the last day of the term of the Collective Agreement, provided however that any disputes relating to any of the provisions of this Memorandum may be addressed by either party through the grievance and arbitration procedures set out in the Collective Agreement.

ALL OF WHICH IS AGREED TO THIS 6th DAY OF DECEMBER, 2024


FOR THE UNION:



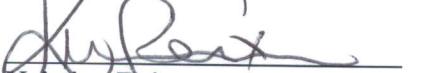
Shelli Sareen



Kevin Abels

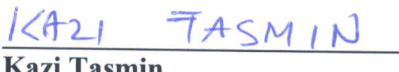


Amarjeet Chhabra



Kristian Reimer

Antonio Alcaide



Kazi Tasmin

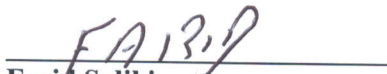


Grace Guanzon



Desmond Gomes

Dino Sanchez



Farid Salihi




Mia Ventayen

FOR THE COMPANY:



Anna Chartres



Nicole Stewart

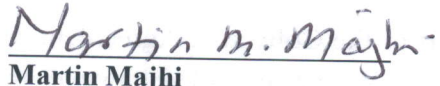


Mireille Tardiff



Vijitha Jayasinghe

Deal Gomes



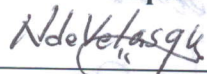
Martin Majhi

Gabriela Garcia

Johnson Yang

Siva Sussendran

Natalia Velasquez



Kurt Poikkimaki

Martin Majhi