

Fairmont Royal York Hotel and UNITE HERE Local 75

Term, Wages and Signing Bonus

- 4 year term (January 15, 2024 – January 14, 2028)
- Across the board wage increases:

	Non-Tipped	Tipped
Jan 15, 2025	\$2.75	\$0.65
July 15, 2025	\$0.80	\$0.50
Jan 15, 2026	\$0.80	\$0.50
July 15, 2026	\$0.80	\$0.50
Jan 15, 2027	\$0.80	\$0.50
July 15, 2027	\$0.80	\$0.50
Jan 15, 2028	\$0.80	\$0.50
July 15, 2028	\$0.80	\$0.50
	\$8.35/34.92% (RA rate)	\$4.15/24.1%

➤ Signing Bonus:

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, below:

	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

Benefits, Pension and Local 75 Funds

- Health benefits: For full-time employees, increase by **\$0.10** per hour worked on the 1st day of each year of the collective agreement (total increase from \$2.60 to **\$3.00**). For **part-time employees, increase by \$0.22 per hour on the 1st day of Year 1 and Year 2 of the collective agreement, and by \$0.21 per hour on the 1st day of Year 3 and Year 4 of the collective agreement (from \$2.14 to \$3.00).**
- Pension benefits: Increase by **\$0.03** per hour worked on the 1st day of each year of the collective agreement. [AGREED]
- Education Fund: Increase by **\$0.03** per hour worked on the 1st day of each year of the collective agreement.
- Equal Opportunity Fund: increase by **\$0.04** per hour worked on the 1st day of each year of the collective agreement.
- Culture Fund: increase by **\$0.01** per hour worked on the 1st day of year 1 and on the first day of year 3 of the collective agreement. [AGREED]

Tour Baggage

29.11 (1999) Guest Service Department

(2024) Tour Baggage Handling Fees

Rates (for tour baggage handling):

- a. The Company will, at the time of negotiations with the Tour Organizers, negotiate a baggage handling price equivalent to the sum fee of ~~:(2003, 2018) \$3.35 \$5.00~~ in and ~~\$335 \$5.00~~ out. (2018) This article does not apply to **tour groups or transportation crews unless the a baggage handling fee is part of the contract with charged by the Company, in which case the fee appearing in the said contract charged shall apply and shall not be less than \$3.35 \$5.00 in and \$3.35 \$5.00 out.** Furthermore, **it the tour baggage handling rates set out in this section (a) shall not apply to tour contract(s) agreed to prior to the signing of the new this Collective Agreement. Any tour contracts agreed to prior to the signing of this Collective Agreement shall remain subject to the tour baggage handling rates of \$3.35 in and \$3.35 out, as set out in the 2018-2022 Collective 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.
- b. The parties agree that when a baggage handling fee is charged by the Company to a tour group whose baggage must be temporarily stored in the

baggage room due to the unavailability of guest rooms, Bellpersons who move such baggage from the arrival area to the baggage room will be paid a baggage handling fee of \$5.00. Bellpersons who subsequently move such baggage from the baggage room to the guest rooms will be paid a baggage handling fee of \$5.00. The double tour baggage handling rates set out in this section (b) shall not apply to any tour contract(s) agreed to prior to the signing of this Collective Agreement. For greater certainty, a double-baggage handling fee will not become payable unless and until a Guest Services Leader confirms that the guest room to which the baggage is to be delivered is not available and authorizes the temporary storage of the baggage in the baggage room.

Digital Tipping

➤ **Add language to MOS:**

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.

Engineering

- Employer will agree to post for two (2) new Painter positions within thirty (30) days following the date of ratification.
- Union will withdraw U22.

Banquets Scheduling and Shift Preference Form

- See attached.

Call-ins

➤ **Add to Article 8.2:**

For further clarity, where the Employer deems it necessary to fill shifts which become available due to employee sick calls according to Article 17.2 will be scheduled and filled as follows:

- (a) If the sick call occurs 24 hours or less before the start of the scheduled shift, the shift will be offered to the next available colleague by seniority (e.g. a colleague not scheduled already for that day).
- (b) If the sick call occurs more than 24 hours before the start of the scheduled shift, the colleagues already scheduled for that day on a later shift will be offered the opportunity to move to an earlier shift if they desire, as indicated on their shift preference form.

Suspensions

➤ Add language to MOS:

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.

Room Drops

If the Hotel requires a written notice to be delivered to guest rooms, such notices will be provided to Room Attendants during their morning briefing and delivered to guest rooms by Room Attendants in the course of performing their regular daily duties. Room Attendants will not be entitled to any additional compensation for delivering such notices. However, if the Employer requires a written notice to be delivered to guest rooms on an unplanned and urgent basis following the conclusion of the Room Attendants' morning briefing (and prior to the following day's morning briefing), the Hotel **will** direct Bellpersons to deliver such notices and, in such circumstances, the Bellpersons will be paid the Room Drop rate for each notice delivered.

(NEW) 29.11(6.)

Take Back of Doorperson Parking Spots

- (a) Notwithstanding Article 29.11(5.), above, if the Director of Rooms or their designate takes back one or more of a Doorperson's ten (10) assigned parking spots for event parking in relation to an event that affects **more than three (3) hours** of a Doorperson's AM or PM shift on a given day, and the Employer is unable to replace the parking spot(s) taken back with another parking spot situated at the East Door, the Employer will pay the affected Doorperson a Take Back Fee per each parking spot taken back by the Employer, up to a maximum of ten (10) parking spots per shift. For example, if the Director of Rooms or their designate takes back a parking spot from the PM Doorperson between 5:00 pm and **8:00 pm**, the PM Doorperson who is on shift between 3:00 pm and 11:30 pm will receive a Take Back Fee for each parking spot taken back by the Employer, up to a maximum of ten (10) spots.
- (b) The Take Back Fee shall be paid to the affected Doorperson as wages and calculated as the applicable posted parking rate grossed up by thirty

percent (30%) to account for applicable taxes, deductions and withholdings payable on the Take Back Fee. For example, if the posted parking rate is \$42.00, the Take Back Fee shall be in the gross amount of \$54.60 (\$42.00 X 1.3). The Take Back Fee shall be paid to the Doorperson in the same pay period as the Doorperson is paid their regular hourly wages for that day and will be subject to all applicable taxes, deductions and withholdings.

- (c) For greater clarity, Doorpersons will not be entitled to receive any Take Back Fee or other payment from the Employer if the Doorperson is unable to access or utilize one or more of their ten (10) assigned parking spots **due to temporary circumstances (gala arrival, emergency vehicle, etc.) beyond the Employer's control.** Doorpersons will be free to continue using any assigned parking spots not taken back by the Director of Rooms or designate in accordance with Article 29.11(.5) of the Collective Agreement.

Doorperson Shift Schedule

➤ **Add to language to MOS:**

The Employer will agree for the duration of this collective agreement to maintain the following scheduling practice for Doorpersons:

- (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.

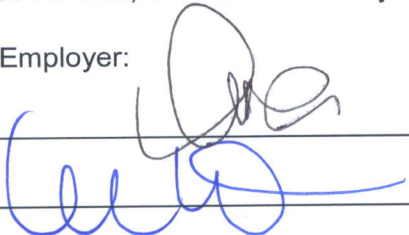
Additional Language for the MOS re: Grievance Settlement

The Union and the Employer agree to fully and finally settle and resolve the group and policy grievances listed in Schedule "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.

All other Union proposals not accepted by the Employer to date will be withdrawn.

Signed at Toronto, Ontario this 6th day of December, 2024

For the Employer:



For the Union:

Shell Screen
