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COLLECTIVE AGREEMENT

BETWEEN:

**FRD PROPERTIES PARTNERSHIP
(dba FOUR SEASONS HOTEL TORONTO)**

(hereinafter called "the Company")

OF THE FIRST PART

• and •

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION LOCAL 333**

(hereinafter called "the Union")

OF THE SECOND PART

Term:

March 28, 1999

to

March 27, 2002



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THIS AGREEMENT made and entered into this 26th day of July, 1999.

BETWEEN :

FRD PROPERTIES PARTNERSHIP
(dba FOUR SEASONS HOTEL **TORONTO**)

(hereinafter called "the Company")

OF THE FIRST PART

- and -

FOOD & COMMERCIAL WORKERS INTERNATIONAL
UNION LOCAL 333

(hereinafter called "the Union")

OF THE SECOND PART

ARTICLE 1 • PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedure of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and the employees covered by this Agreement, and to assist the Company in the most efficient operation of its business.

ARTICLE 2 • RECOGNITION AND SCOPE

2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Four Seasons Hotel Toronto (Four Seasons Yorkville), 21 Avenue Road, Toronto, Ontario M5R 2G1, save and except supervisors, persons above the rank of supervisor, office and sales staff, reservation clerks, payroll clerks, audit department staff, secretaries, security staff, and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, lay-off and recall, suspend, classify, direct, transfer, promote, demote, or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) Maintain and enforce rules and regulations to be observed by employees. The rules are outlined in the Employee Handbook] for which every employee is provided with a copy upon hiring. The Hotel will make every reasonable effort to advise an employee of any rule before disciplining them for it. Posting of any new rule on the bulletin boards, shall meet this requirement. Common sense rules, such as 'no fighting' and 'no theft' are assumed to be known;
- (d) Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standard of performance, to select, procure and control supplies, material, products and produce, to determine the extensions, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

3.02 It is understood and agreed that the above noted management rights cannot be applied in violation of the Human Rights Code or other specific provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

4.01 (a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

(b) The Company and the Union agree that there will be no discrimination or harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap; all as defined in the Ontario Human Rights Code.

4.02 Violation by an employee of any of the foregoing provisions shall be cause for discharge or discipline by the Company.

4.03 If the Company leases out a food and beverage outlet to an independent operator, the Company shall seek to arrange a meeting between union representatives and the operator so that they can discuss their ongoing relationship. The Company will bring to the operator's attention the provisions of Article 69 of the *Labour Relations Act* re: successor rights. Should such provision be repealed then the Company will include such protection in its lease agreement.

4.04 It is agreed that management and other non-bargaining unit personnel are employed to do non-bargaining unit work and not to displace a bargaining unit member. It is understood that this does not preclude the efficient use of managers in certain areas with regular duties such as Sous Chefs cooking duties, the telecommunications manager's phone answering duties or the usual duties of the front office management to help with check ins and outs.

It is also understood that the first priority in the Company is efficient guest service. Therefore it is understood that management and non-bargaining unit personnel may be required to help meet:

- a) brief needs for all available staff - such as changing a dining room over for dancing or a quick turnover between functions;
- b) unexpected guest requests;
- c) emergencies;
- d) filling in because of bargaining unit absenteeism or no-shows;
- e) training needs.

4.05 The Company will not contract out bargaining unit jobs for the purpose of intentionally subverting the trade union's representation rights.

4.06 The Company agrees that laundry shall not be sent to a non-union laundry. This does not apply to dry-cleaning.

4.07 The Company agrees not to hire agency employees from a non-union agency so long as a union agency can supply someone with the skill and ability required.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 During the lifetime of this Agreement, the Company shall take **from** the pay of all employees covered by this Agreement on the **first** pay day of each calendar month such amount as may be uniformly assessed by the Union constitution and **by-laws** as regular monthly Union dues and shall remit same prior to the end of such month to the Financial Secretary of the Union. It is understood that such deductions may be made on a weekly basis in equal amounts from the first four pays in the month. The said sums shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expense **of** maintaining the Union.

5.02 The Company shall show the yearly union dues deductions on the employee's T4 slip.

- 5.03**
- a) The Company shall deduct from non-bargaining unit casual employees three percent (**3%**) **of** wages as a dues equivalent in recognition of the union's efforts in rate negotiations that apply to them. The deductions shall be remitted **to** the Union with the dues.
 - b) Grievances may be **filed** by the Union on behalf of part time employees alleging that in regard **to** their opportunity for **full** time positions, **or** their being disciplined, they have been treated by the Company in a manner that is arbitrary, discriminatory **or** in bad faith. Such grievances may proceed through the usual grievance and arbitration procedure as provided **for** in this Agreement.

5.04 With the dues remittance provided **for** in **5.01** the Company **shall** provide the Union with a report showing, in alphabetical order, the name and current address, social insurance number **of** the employee from whom deductions have been made.

ARTICLE 6 - REPRESENTATION

6.01 The Company acknowledges the right of the Union to appoint or otherwise select stewards who have completed their probationary period of employment from the following departments for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement:

- Maintenance Department
- Housekeeping Department (two plus one Assistant Steward)
- Service Staff
- Room Service
- La Serre/Lobby Bar
- Banquets
- Banquet Porters
- Banquet Beverage
- Cafe
- Kitchen
- Truffles
- Food and Beverage Cashiers
- Stewards
- Stores
- Telecommunications
- Garage
- Valet
- Front Desk

6.02 The Union shall keep the Company notified in writing of the names of the shop stewards and the effective date of their appointment.

6.03 The Union acknowledges the shop stewards have their regular duties to perform on behalf of the Company and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his absence the Assistant Manager or his designate, and when resuming their regular duties will report again to their immediate supervisor, or in his absence the Assistant Manager or his designate.

6.04 All gratuity employees will be paid five dollars (\$5.00) per hour in addition to their hourly rates for all hours lost from their normal shifts to attend collective bargaining meetings held with the Company for the purpose of negotiating a renewal of this Agreement.

6.05 There shall be a Labour Management Meeting held every two months at a mutually agreeable time, The union stewards shall be entitled to attend and will be paid for lost time spent in the meeting at their regular rate. Stewards who come in especially for a meeting that is not contiguous with their regular shift shall be paid on a call in basis. Stewards who attend a meeting which starts before or after their regular shift shall be paid for time spent in the meeting. Meetings are to be scheduled for a one (1) hour maximum.

6.06 Union stewards shall be allowed two unpaid leave days per calendar year for the purpose of training and education supplied by the union. Stewards shall provide the **Human Resources** Director, or designate, at least one week notice of any such leave.

6.07 The parties shall evenly split the cost of printing booklet copies of the Agreement.

ARTICLE 7 - STRIKES OR LOCKOUTS

7.01 The Union agrees while the Agreement is in force there will be no strike, slow-down, sit-down, stoppage of work or any act intended to interfere with **work** or the Company's operations. The Company agrees that there will be no lock-out while the Agreement is in force. The parties mutually agree that a dispute arising out of the Grievance Procedure (Article 8) of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. He shall discuss it with his immediate supervisor within two (2) days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within two (2) days following advice of the immediate supervisor's decision in the following manner and sequence.

Step No. 1

The employee, who may be accompanied by his shop steward or union representative shall present his grievance in writing to the department Head. The grievance shall be signed by the employee, and shall set out the particulars of the grievance, the section(s) of the Agreement which the employee alleges has been violated and the remedy sought. The department head shall deliver his decision, accompanied by his reason(s) in the event the grievance is rejected, in writing three (3) days following the presentation of the grievance to him.

Step No. 2

Failing satisfactory settlement in Step No. 1, the written grievance shall be submitted by the employee within three (3) days after the department head's decision is given to the manager or his designate. The grievance shall be accompanied by written reasons for the rejection of the department head's decision at Step No. 1. A meeting will be held within five (5) days between the manager (or his designate) and the employee concerned and the shop steward, if the employee desires his assistance. A staff representative of the Union may be present at the request of either the Company or the employee. It is understood that the manager (or his designate) shall have such assistance as he may desire at the meeting. Failing settlement, the decision of the manager shall be delivered in writing within five (5) days to the Union.

8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been settled.

8.03 Where no written decision has been given within the time limit specified the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

8.04 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) days after the circumstances giving rise to the complaint have originated or occurred. It is understood, however, that this section shall not be used to by-pass the regular grievance procedure.

8.05 When management knows **that at** a meeting being called with **an** employee, the employee will be given a suspension or discharge the employee will be asked **if** they would like **a** steward present and, **if** so, management will endeavour to locate one **to** attend **the** meeting.

ARTICLE 9 - DISCHARGE CASES

9.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

9.02 A claim by an employee who has completed his probationary period that he has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) days after the employee is discharged. Such special grievance may be settled by the conferring parties under the Grievance Procedure or by an Arbitrator or by:

- (a) confirming the Company's action in dismissing the employee;
- (b) reinstating the employee without compensation for ~~time~~ **lost** or with payment to him for time lost due to the discharge at his regular rate of pay for his normally scheduled work or the period the employee would otherwise have worked less any amount of money earned by the employee during the period;
- (c) by any other arrangement which may be deemed just.

9.03 Pursuant to his being discharged, an employee shall be allowed to confer with his shop steward for a reasonable length of time before leaving the hotel premises.

9.04 Arbitration Discharge Cases

In all discharge cases, there shall be a single Arbitrator chosen from the following panel of Arbitrators, commencing with number one and proceeding through the list for each such case which is taken to arbitration by the Union against the Hotel:

- (1) Howard D. Brown
- (2) J.D. O'Shea, Q.C.
- (3) J.F.W. Weatherhill
- (4) Professor E.E. Palmer, Q.C.
- (5) K.A. Hinnegan

ARTICLE 10 - ARBITRATION

10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter the other party shall appoint a nominee; provided however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of five (5) days, either of the parties shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman, who shall be chosen having regard to his qualifications in interpreting collective agreements.

10.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.

10.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

10.04 The Arbitration Board or Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

10.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority will be final and binding upon the parties hereto and the employee or employees concerned.

10.06 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.

10.07 For the purpose of Articles 8, 9 and 10, the word "days" shall not include Saturday, Sunday or holidays as set out in Schedule 1.

ARTICLE 11- SENIORITY

11.01 (a) New employees will be considered probationary employees for the first ninety (90) calendar days worked of their employment at the Four Seasons Hotel Toronto (Four Seasons Yorkville) and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. Upon completion of the probationary period the employee's name will be entered on the appropriate departmental seniority list with the seniority dated from the date last hired. In case of the discharge of a probationary employee, the Company will verify to the Union, if required, that the employee was given a fair opportunity to demonstrate whether or not she possessed the appropriate qualifications and suitability for permanent employment and that the reasons for the termination were fair based on an assessment of the employee's qualifications and suitability and considering such required factors as an ability to work effectively with fellow employees and management and possess abilities deemed sufficient by management,

(b) The departments for seniority purposes are:

Maintenance Department
Housekeeping Department
Bell Staff
Door Staff
Room Service
La Serre/Lobby Bar
Banquets
Banquet Beverage
Cafe
Kitchen
Front Desk
Truffles
Food and Beverage Cashiers
Stewards
Stores
Telecommunications
Garage
Valet
Health Club

- (c) Any employee with long standing service with the Company should not be transferred to another department unless prior consultation with the particular employee has taken place and such transfer is only arranged according to his/her wishes.
- (d) Employees will *not* be regularly scheduled to perform work in other departments.
- (e) Any mutual switch by employees of scheduled shifts must be approved by the Department Head or Supervisor at least twenty-four (24) hours prior to the requested change. If the Company changes an employee's shift schedule, the employee will be given twenty-four (24) hours notice of the change except in cases of emergency or unforeseen circumstances.

11.02 The Company shall maintain up to date departmental seniority lists showing each employee's seniority date and his classification. Copies of such lists shall be supplied to the Union at intervals of six (6) months.

11.03 Lay-off shall be based upon the following factors:

- (a) departmental seniority;
- (b) skill, competence, efficiency and reliability;

where, in the judgement of the Company, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in factor (b) are relatively equal, seniority shall govern.

11.04 In promotions within the bargaining unit, preference shall be given to those employees having the longest service, provided always that the employees in question are, in the opinion of the Company, of equal skill, competence, efficiency and reliability. The Company's opinion shall not be exercised in an arbitrary or discriminatory manner and shall be subject to the Grievance Procedure.

11.05 An employee shall lose all seniority and his employment deemed to have been terminated if he:

- (a) voluntarily leaves the employ of the Company;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period equal to the lesser of his period of seniority or nine (9) months;

- (d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Company have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (e) fails to return to work within five (5) calendar days after being recalled from extended lay-off by notice sent by registered mail, or fails to advise of his intention to return within three (3) days following such notice.
- (f) is absent without leave for three (3) working days and without properly calling in without a valid reason for failing to do so.
- (g) for unapproved use of alcohol or use of prohibited drugs on hotel property or theft of any amount of Company or guest property. Where the Company intends to act on a theft from a guest, the guest shall execute a sworn statement regarding the theft and such statement shall be evidence thereof without further evidence or examination of the guest.

11.06 All new jobs and all permanent vacancies in existing jobs will be posted for five (5) working days. Any employee, with one year's seniority, who wishes to be considered for a vacancy may make application. Current employees will be considered before new hires are made and the provisions of Article 11.01(b) and 11.04 shall apply.

11.07 Employees who are transferred or promoted to a new department or to another classification within the same department shall be placed at the bottom of the new department or classification seniority list for a period of one year, for purposes of scheduling only. For all other purposes, the seniority of such employee shall be hotel wide.

11.08 When there is insufficient work available in a department, the Company will endeavour to arrange schedules so that employees with greater seniority are given a greater share of the hours available.

11.09 In the event a full-time position is open within a department, the part-time employee(s) within that department shall be considered first before any outside hiring.

11.10 **An** employee who returns to work from Workers' Compensation or sick leave shall not be treated as a new employee, **An** employee's seniority shall continue to accumulate during the first six (6) months of absence due to illness. Thereafter an employee shall maintain his/her existing seniority as long as he/she remains an employee.

11.11 (a) An employee shall be entitled to dispute the accuracy of any change to his or her seniority as shown on the departmental seniority list posted in the department by filing a written notice with the Human Resources Director, or designate, setting out therein grounds of his or her objection within thirty (30) calendar days of the posting. If the dispute is not resolved to that employee's satisfaction he/she may file a grievance.

(b) If an employee does not file a dispute, as provided herein, or, upon filing a dispute does not process the dispute as provided for in this Agreement, he/she shall be deemed to have accepted as final and binding his/her seniority as shown on the departmental seniority list which has been posted on the departmental bulletin board.

11.12 The **Hotel** will provide **new** employees **with a** copy of the Agreement (as **jointly** printed) and will advise them **who their** department **Steward** is.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 The Company may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible.

12.02 Maternity Leave

The company agrees to grant female employees a leave of absence in the case of the pregnancy in accordance with the *Employment Standards Act* of Ontario.

ARTICLE 13 - REPORTING FOR WORK

13.01 The Company agrees that an employee reporting for work at the commencement of his regular shift, unless previously notified in advance not to do so, shall be entitled to either of the following provisions unless failure to supply work is due to conditions beyond the control of the Company which shall include but not be restricted to fire, flood, electrical or mechanical breakdown.

- (a) If the employee is authorized to commence work and does so, assignment of his *normal* daily hours of work at his basic hourly wage rate or payment in lieu thereof if sent home prior to completion of his normal daily hours of work. **An** employee so affected will perform such temporary related or departmental work as is available in order to qualify for payment hereunder; or
- (b) If the employee is not authorized to commence work, four **(4)** hours' pay at his basic hourly wage rate.

13.02 Except for Banquets and La Serre, the Hotel shall schedule a minimum of eight (8) hours off between shifts.

ARTICLE 14 - BONDING

14.01 It is expressly understood that as a condition of employment each employee must be and remain acceptable **for** bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company, immediately terminates his employment regardless of seniority or other conditions.

ARTICLE 15 • INDIVIDUAL AGREEMENT

15.01 No employee covered by this Agreement will enter into any individual Contract or Agreement with the Company concerning wages or working conditions that will in any way conflict with the terms of **this** Agreement.

ARTICLE 16 - HOLIDAYS

16.01 The Company agrees to provide during the term of this Agreement holiday entitlements set out in Schedule I attached hereto.

ARTICLE 17 - WAGES

17.01 The Company agrees to pay and the Union agrees to accept during the term of this Agreement as minimums, the wage rates set out in Schedule II attached hereto. Pay will be direct deposit to the institution of the employees' choice.

17.02 Where an employee is in receipt of a personal rate in excess of the rate schedule it is generally agreed, unless specially agreed to the contrary in writing, that any negotiated general wage increase shall be based on the applicable schedule rate and shall be given to such employee as an addition to the personal rate. Personal rates shall not be reduced by the execution of this Agreement. Personal rates are job specific and do not continue to apply if the employee posts for and receives a promotion.

ARTICLE 18 - VACATIONS

18.01 The Company agrees to provide during the term of this Agreement vacation entitlements set out in Schedule III attached hereto.

ARTICLE 19 - HEALTH AD WELFARE

19.01 The Company agrees to provide during the *term* of this Agreement contributions to Health and Welfare plans set out in Schedule IV attached hereto.

ARTICLE 20 - HOURS OF WORK

20.01 The normal work week shall consist of forty (40) hours per week. It is hereby expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, nor construed to be, a guarantee as to the hours of work per week nor as to working schedules.

20.02 Authorized work performed in excess of eight (8) hours per day or elected work week as defined in Section 20.01 shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

20.03 Employees will be entitled to one (1) fifteen (15) minute rest period for each complete half shift of four (4) hours duration at a time determined by the Company and consistent with efficient operations. Whenever possible, employees will take break periods during their scheduled shifts. Where that is not possible, an employee who is not able to take a break during his/her scheduled shift shall, at the discretion of management, be given equivalent time off on a subsequent shift within a two (2) week period or be paid for the lost time.

20.04 The Company shall arrange schedules so that employees will have two (2) consecutive days off during each work week. Where two (2) consecutive days cannot be scheduled for reasons beyond the control of the Hotel, split days off will be scheduled in reverse order of seniority.

20.05 The Company agrees that the choice of days off shall be by seniority subject to the right of the Company to maintain a qualified and efficient work force.

20.06 The Company agrees to offer overtime work on the basis of seniority. Overtime will be on a voluntary basis subject to the following understanding. If the senior employees refuse the overtime, then employees with progressively less seniority will be offered the overtime. If the Company is unable to get volunteers, junior employees must work in the reverse order of seniority provided the Company must be able to maintain a qualified work force.

20.07 Except for Banquets and Room Service, an employee scheduled to work on his/her sixth and seventh consecutive day shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

20.08 The Employer will endeavour to post shift schedules at least three days in advance except in circumstances beyond the control of the Employer (does not apply to the Banquet department).

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 In the event of the death of an employee's parents, mother-in-law, father-in-law, brother, sister, grandparent or grandchild, an employee **who** has served the probationary period shall receive **up to three (3)** days leave of absence in order to attend the funeral and will be paid for time lost **up to a maximum of eight (8)** hours per day for each regularly scheduled **work** day that comes within such three (3) day period.

21.02 It is also agreed that in the case of a death in the family defined in Article 21.01, outside Quebec and Ontario, where the employee does not attend the funeral, the Company shall grant a one (1) day leave of absence without loss of pay. Where the employee does attend the funeral the Company will grant a leave of absence of **up to three (3)** days without pay, in addition to the employee's entitlement pursuant to Article 21.01.

21.03 In the event of the case of the death of a spouse or child, an employee **who** has served the probationary period shall receive **up to five (5)** days leave of absence in order to attend the funeral and will **be paid for time lost up to a maximum of eight (8)** hours per day for each regularly scheduled **work** day that **comes within** such five **(5)** day period.

ARTICLE 22 - CALL-IN PAY

22.01 **An** employee who has completed his shift and has left the Company premises and is recalled because of an emergency, will receive a minimum of **six (6)** hours pay at his regular rate or rate for the hours actually worked, whichever is greater.

ARTICLE 23 • PENSION PLAN

23.01 The Company agrees to contribute ~~thirty~~**five (35)** cents per hour worked by each employee in the unit to the Union Pension Plan. The Pension Plan **will** be a Union Trusted Plan.

23.02 Effective **March 28, 2000**, the Company's contribution to the Pension Plan shall be increased to forty cents (\$0.40) per hour worked by each employee.

ARTICLE 24 -WORKING CONDITIONS

24.01 General

1. The following sign shall be posted in employee locker rooms:

"This is to advise all employees that they may be subject to electronic surveillance from time to time."
2. The Company will pay fifty percent (50%) of the cost of one pair of safety shoes per year, to a maximum of sixty dollars (\$60.00), for any employee required by the Company to wear safety shoes. The style and colour of the shoes must be approved by management. Any dispute over who should be wearing safety shoes shall be referred to the Health and Safety Committee.
3. There shall be a joint union-management committee to study the feasibility of establishing a day care centre for employees, in the Hotel property. The committee shall **work** in conjunction with the relevant government authorities with a view to establishing a day care centre, if possible, during the term of this Agreement.

24.02 Garage

1. Car jockeys shall not be responsible for non-pay over which they have no control.
2. Female cashiers in the garage shall be entitled to properly cut and tailored uniform pants.

24.03 Banquet Department

1. Banquet department gratuity twelve and one half per cent (12.5%).
2. The current system for distribution of gratuities will be continued for banquet porters subject to the increased percentage outlined in item 1.
3. Distribution of gratuities will remain on the current formula except for "clean up". Servers and Bartenders will co-operate in cleaning up glasses during dinner service (until after second cup of coffee). For clean-up after the dinner is completed, the Banquet Captain or Manager will assign the required number of servers. If there is not a sufficient number of volunteers, servers will be assigned starting with casual employees, then part-time employees, then full time employees (in reverse order of seniority). Servers assigned to clean up will be paid a premium of two dollars (\$2.00) per hour after 10:30 p.m.

4. Where gratuities are not applicable, the following labour rates shall apply,
- (a) Wait **staff** and bartenders working outside catering functions shall receive a **premium** of \$4.00 per hour above the scheduled rate and shall participate in the gratuity **pool** on the same basis as in hotel functions.
 - (b) In-house promotional or charity functions - \$23.15 per hour.
 - (c) Corkage bars - \$23.15 per hour.
 - (d) Cash Bars - \$23.15 per hour, based on consumption rate of \$500.00.
 - (e) Host bars - \$23.15 per hour, based on a consumption rate of \$400.00.
 - (f) Effective March **28, 1999** the labour rate referred to in (b), (c), (d) and (e) shall be **\$25.17**. Effective March **28, 2000** this rate shall be **\$ 25.55**. Effective March **28, 2001** this rate shall be **\$25.93**.
 - (g) The labour rate for outside catering functions paid to all non-tipped employees, shall be four dollars (\$4.00) per hour above the schedule rate.
 - (h) **COD** wines will be sold at a **price** including both 10% Ontario Sales Tax and 12-1/2% gratuity.
 - (i) For in-house and other Four Seasons sponsored functions, either a twelve percent (**12%**) gratuity or the prevailing labour rate will be applicable, whichever is greater. The definition of in-house and other Four Seasons sponsored functions will be identified and published by management. The Director of Food and Beverages will identify Four Seasons functions and the Director of Human Resources will identify in-house employee functions. Any disagreements relating to the definition of an in-house function shall be settled between management **and** the shop steward.

5. Scheduling

The Hotel will endeavour, subject to the work being available, to schedule banquet employees on nine (9) functions on the basis of seniority. The above is subject to the condition that the nine (9) functions can be worked without the requirement of overtime being paid.

6. Banquet Service

The parties agree that the following covers will apply:

Breakfast	- 20 covers
Lunch	- 16 covers
Dinner	- 16 covers

If problems of efficiency and service occur, the parties agree to meet and review the **above**.

7. All banquet staff will be allowed one meal per day. However, when a split shift is involved, an additional meal will be provided.
8. Banquet staff required to serve during coffee breaks will be paid their hourly rate plus an appropriate percentage of the gratuities. Management will make every effort to assign porters to do coffee breaks, provided that it does not require increased staff or increased overtime.
9. Where Banquet employees on an outside function report for work at the Hotel, they shall be paid from the time that they report for duty.
10. Notwithstanding Article 20.07, Article 20 shall apply to Banquet Housepersons.
11. The Employer and the Union, including representatives of the banquet department, have met and discussed settlement of banquet department issues in regard to 1999 collective bargaining.
12. The parties recognize the significant competitive challenge facing the Hotel at **this** time.
13. The **Hotel** recognizes the legitimate concern of banquet employees to secure their total income from working at the Hotel.

14. Accordingly, the parties have agreed to the attached Productivity Agreement.
15. The parties are further agreed to add to their Collective Agreement the following provision regarding Banquet Bartender scheduling:

"Article (a) As a guiding principle, Banquet Bartenders are to be scheduled to available functions as equally as possible among them. For example, with 5 bartenders available, if there are 25 functions each is assigned to 5, if there are 27 the extra are assigned to the most senior, if there are 18 then the 3 senior get 4 and the other 2 get 3. In distributing the functions management will be guided by a goal of keeping the gratuity results close in amount and 'cherry picking' shall not occur.
16. The parties are agreed that there are no changes in the gratuity amount or sharing system.

24.04 Bellmen

1. The following rates shall apply for Bell Staff:
 - (a) Small Envelopes \$1.61
 - (b) Gift Delivery \$2.32
 - (c) Tour Baggage: Effective upon ratification of this Agreement, \$4.00. Effective on March 28, 1998 \$4.10.

Items with no gratuity will be handled by the concierge.

The Employer **will** pay fifty percent (**50%**) of the cost of one pair of winter shoes or boots **per** year, to a **maximum** of **sixty** (\$60.00) for each doorman, **bellman** and garage employee. The style and colour **must be** approved by management.

4. If Bellmen are asked to **work** outside in relief situations as **a doorman**, in inclement weather they will be provided with proper garments.
5. The **Bellman** on midnight shift shall receive a premium of \$0.35 per hour for all hours worked on that shift in addition to usual night shift premium.

24.05 Room Service

1. Complimentary fruit baskets and champagne etc. **\$2.30**
2. Room service charge - 16%
3. Fruit baskets ordered by guests **\$3.03**
4. There shall be a thirty cents (\$0.30) per hour premium for room service cashier.
5. The Hotel will pay twenty dollars (\$20.00) to an employee who does a full bar set-up for a guest who supplies his own spirits etc.
6. Employees making management deliveries, for which a bill is presented, shall receive a twelve percent (12%) gratuity.
7. Where a guest places a special order for glasses, ice or cups and sauces, etc, that would normally be without charge, or where such

items are being delivered to administrative offices, there shall be a two dollar (\$2.00) charge payable to the room service bus attendant.

8. Notwithstanding Article 20.07, Article 20 shall apply to Room Service Order Taker/Cashiers

24.06 Housekeeping Department

1. For the term of this agreement, the Hotel will maintain the use of housekeeping carts in guestrooms.

Housemen will be supplied with ear noise protectors for use with large commercial vacuum cleaners.
3. Any employee assigned to wash windows shall receive a minimum of thirty (30) cents per hour above the rate of houseperson.
4. Room 620 shall be considered as two rooms for housekeeping purposes.
5. Where room attendants experience unusually difficult working conditions, such as 'trashed rooms', assignments to multiple floors *or numerous cots* to deal with, the hotel will maintain its practice of making appropriate discretionary adjustments in the employees room credits for the day.
6. When the hotel charges and collects from the guest a charge for having a cot or crib in a room, the hotel shall deposit \$5.00 in a housekeeping tip pool. The allocation of the pool shall be determined by bargaining unit members of the housekeeping department.
7. A Houseperson will usually be designated as the regular shampooer. Any houseperson assigned to do shampooing will be paid a \$1.50 per hour premium while on such assignment.

24.07 Maintenance Department

1. The Hotel shall replace broken or worn out tools.
2. The Employer will provide pertinent clothes for specific jobs and weather conditions.
3. An engineer called in while on call for emergencies shall have parking provided free or paid for.

24.08 Kitchen

1. It is understood that breaks should be taken in Munchkins. It may be necessary from time to time in exceptional circumstances for kitchen staff to take their breaks in the kitchen.

24.09 Food Service

1. Cashiers will not be held solely responsible for shortages if more than one (1) person handles the same cash for the duration of the shift.
2. The gratuity on staff meals and complimentary meals shall be twelve percent (12%).
3. When a person calls to make a reservation for a party of eight (8) or more for lunch or dinner at Truffles, La Serre or The Studio Cafe, it is suggested to the person making the reservation that a suggested gratuity of 15% will be added to the bill. If the person making the reservation objects, no such suggested gratuity is 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, even if the guest subsequently complains about the service, the gratuity is not added to the cheque. The Hotel will print a notice card which will be delivered with the bill to all parties of eight or more in Truffles reminding them that a gratuity of 15% is recommended.

24.10 Beverage Service

1. In the absence of a bartender, waitresses in the Lobby Bar **will** be paid the bartender rate during hours when bar service is available.
2. **Except** in emergency situations, the Manager shall not perform bartender work.

24.11 Mini Bar

When an employee with a lower regular rate is temporarily assigned to perform the mini-bar job for a least four hours the employee shall receive the mini-bar rate while so assigned.

X

ARTICLE 25 - TERMINATION

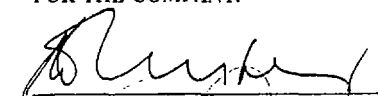
25.01 This Agreement shall continue in effect until March 27, 2002 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.


25.02 All amendments to the expired Collective Agreement which expired on March 28, 1999 shall be effective April 26, 1999 except for the wage adjustments which shall be retroactive to March 28, 1999 for each employee based on all hours actually worked.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

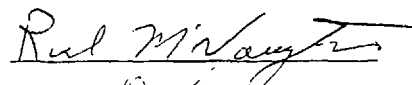
DATED at Toronto this 26 day of JULY, 1999.

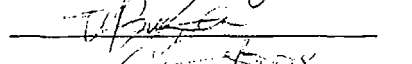
FOR THE COMPANY:

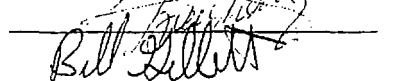




FOR THE UNION:







SCHEDULE I

HOLIDAYS

1. Employees in the active employ of the Company who have completed their probationary period and who are not required to work on the holiday concerned shall receive pay for the following holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Civic Holiday
Christmas Day	Thanksgiving Day
Boxing Day	Remembrance Day
Anniversary of Employment	One Floating Holiday

Holiday pay shall be computed on the basis of the number of hours the employee **would otherwise** have worked had there been no holiday at his regular straight time hourly rate of pay.

In order to qualify for holiday pay the employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.

2. Employees in the active employ of the Company who have completed their probationary period and who are required to work on New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, or Boxing Day shall be paid at the rate of time and one-half of the employee's regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Section 1 of this Schedule I. Employees in the active employ of the Company who have completed their probationary period and who are required to work on Anniversary of Employment shall be paid at the regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Section 1 of this Schedule I.
3. If a holiday falls *within* an employee's vacation period the Company shall grant either an extra day's holiday at a time convenient to the Company or pay for the holiday as provided herein.
4. An employee called into work on a *Statutory* Holiday will be paid for his regular shift unless the employee requests to go home early.

5. The floating holiday, will be scheduled by mutual agreement between the employee and his/her supervisor within two weeks on either side of the employee's birthday. Members of the Chinese community may request to take the floating holiday on or about the Chinese New Year. The Company will endeavour to accommodate any such requests, provided that a sufficient number of qualified employees are scheduled in each department for each shift. If all such requests cannot be accommodated, departmental seniority shall prevail.

SCHEDULE II

WAGES

1. The wages shall be as set out on Schedule "A" attached hereto. All increases set out in Schedule "A" will be paid on rates currently being paid to each individual in each Department.
2. Part-Time Employees and Students.

Part-time employees and students will be paid the rate of the job they are performing, but will not be covered by any other fringe benefits contained herein. Such employees will pay Union Dues but not the Union Initiation Fee.
3. Trainer Premium

An employee who is designated by the Employer to act as a trainer and agrees to do so shall be paid a premium of one dollar (\$1.00) per hour for all hours designated by the Employer as training hours. This article shall apply to gratuity positions only.
4. New Classifications

During the course of this Agreement, if the Company institutes a new job classification, a rate will be set and the Union will be notified. If the Union disagrees with the rate, the Union will so advise the Company within thirty (30) days of notification, after which a meeting will be arranged to negotiate the rate. If no agreement can be reached, the Union may refer the issue to arbitration within thirty (30) days of the meeting. If an arbitrator cannot be selected by mutual agreement, the Office or Arbitration will be requested to make an appointment.
5. Shift Premium

There shall be a hotel-wide shift premium of forty cents (\$0.40) per hour (fifty cents (\$0.50) for maintenance) for any shift in which the majority of scheduled hours are between 11:00 p.m. and 7:00 a.m.
6. Outdoor Housepersons

Outdoor housepersons shall receive a special premium of \$0.25 per hour for all hours worked between November 1 and March 31, in addition to the classification wage rate.

SCHEDULE III

VACATIONS

1. Employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule:
 - (a) Employees who have completed one (1) year of continuous employment with the Company shall be entitled to two (2) weeks of vacation with pay equivalent to four percent (4%) of their total pay earned during the twelve (12) months prior to the completion of one (1) year of continuous employment.
 - (b) Employees who have completed three (3) years or more of continuous employment with the Company shall be entitled to three (3) weeks of vacation with pay equivalent to six percent (6%) of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
 - (c) Employees who have completed thirteen (13) years (twelve (12) years effective March 28th, 1992) or more of continuous employment with the Company shall be entitled to four (4) weeks of vacation with pay equivalent to eight percent (8%) of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
 - (d) Effective March 28th, 1992, employees who have completed twenty (20) years or more of continuous employment with the Company shall be entitled to five (5) weeks of vacation with pay equivalent to ten percent (10%) of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.

"Total pay" shall include wages received for work performed at either the straight time or time and one-half rate and holiday pay. Vacation shall be granted as scheduled by the Company.

Vacation pay shall be paid on a separate cheque.
 - (e) The Company agrees to post a vacation schedule in each Department by February 1st of each year. Employees by seniority will indicate their preference. The vacation schedule in its final form will be posted in the Department by March 31st of each year. Once agreed upon the vacation schedule will not be changed.

SCHEDULE IV

HEALTH AND WELFARE

In addition to the wages regularly to be paid by the Company to the employees as provided in this Agreement, the Company shall contribute to the United Food & Commercial Workers International Union - Health and Welfare Fund a sum equal to One Hundred Forty Dollars (\$140.00) per month (effective May 1, 1999) for each employee in service covered by this Agreement who is on the payroll for services rendered during any regular period, provided that such employee has been employed a minimum of twenty-four (24) hours per week and has been in the employ of the Company for a period of thirty (30) days.

- (a) Such contributions shall be paid monthly and shall be used solely for the purpose of providing health, welfare and death benefits and such other benefits as may be afforded to eligible employees in accordance with this Agreement.
- (b) The Company agrees to pay the Health and Welfare Fund Benefit for the first One Hundred and Eighty (180) days of absence due to illness.
- (c) Payments to be made by the Company to the United Food & Commercial Workers International Union Health and Welfare Fund on or before the twentieth (20th) day of each month. The Company will complete forms to be furnished by the United Food & Commercial Workers International Union Health and Welfare Fund for reporting of "Welfare Contributions" to be forwarded to the United Food & Commercial Workers International Union Health and Welfare Fund.
- (d) All such monies due to the United Food & Commercial Workers International Union Health and Welfare Fund from the Company herein under the provisions of this Agreement shall be segregated each week by the Company until monthly remittance is made to the United Food & Commercial Workers International Union Health and Welfare Fund and shall not be commingled with the Funds of the Company, but shall be held in trust for the benefit of the United Food & Commercial Workers International Union Health and Welfare Fund.
- (e) Where full time employees who have qualified for coverage have their hours of work temporarily reduced through no fault of their own, the employer shall continue to pay Health and Welfare premiums for a period of three (3) months including the month of reduction.

2. Consent

The Union also agrees that it will not involve the Company in labour disputes of other employees,

3. The Company agrees the following sick leave provisions shall remain in effect for the life of the Agreement:

- (1) The paid sick leave will come into effect for employees who are ill for five (5) working days or more, and who are eligible to collect from the Union Health and Welfare Plan (on the eighth (8th) day);
- (2) The plan will be in effect for employees who have been in the employ of the Company for ninety (90) days;
- (3) The Company may require a medical certificate as proof of illness;
- (4) **An** employee may only claim this benefit once in each calendar year;
- (5) In cases of long term illness or a pattern of illness or circumstances that **concern** the Company, the Company reserves the right to request a doctor's certificate or to appoint another doctor, other than the one providing the certificate, in order to establish the facts, prior to the employee's return to work. The cost of such medical examinations or Doctor's notes shall be borne by the Company;
- (6) Normally, any error regarding the premium payments is rectified by the Company paying the missed premium. If a premium error results in loss of coverage for an employee, the Company will be responsible for the benefit. The Union plan must allow for correction by payment of the missed premium;
- (7) The Company shall allow the properly authorized Trustee of the Union Health and Welfare benefit plan to review payroll records to ensure the proper contributions are being made to the plan pursuant to this Agreement;
- (8) In the event the Trustee intends to review the payroll records, the Trustee shall first serve written notice on the Company giving three (3) working days advanced notice.

SCHEDULE V

1. Spaces for Doorman

The Hotel agrees that in normal circumstances the doormen will have eight (8) parking spaces for their use in an area designated by the Hotel. It is understood, however, that in busy periods these spaces will be available for general use. Any problems arising during the life of the Agreement shall be discussed and resolved by the parties.

2. Equal Employment Opportunity

It is the specific policy of the Hotel not to discriminate against any employee because of race, colour, sex, age, creed, national origin or handicap.

This policy includes:

placement, upgrading, transfer, demotion, recruitment, advertising or solicitation for employment.

Training during employment.

Discipline.

Rates of pay or other benefits.

Layoff or termination,

3. Attendance Bonus for Housekeeping Department

At the end of each six (6) month interval (May to October and November to April) all employees in the housekeeping Department shall be eligible for an attendance bonus of \$220.00 provided that they achieve 100% attendance for all scheduled shifts, except for absence due to bereavement leave.

4. Rotating Shift - Room Service

Any room service employee hired prior to July 6th, 1987 shall not be required to rotate shifts.

5. The Company will not use the services of Careful Hand Laundry.

6. If an employee in the Housekeeping Department is asked to remain at work after 12:30 a.m. to attend washrooms during banquets, the employee will be given a taxi voucher.
7. The present practice of posting gratuities twice weekly for the banquet department will be continued.
8. Work on sixth (6th) and seventh (7th) consecutive days shall be voluntary for employees in the Room Service Department.
9. Access to Records
Employees shall be granted reasonable access to their personnel files during regular business hours. A Shop Steward may accompany the employee. The employee may initial documents in the file as proof of review.
10. The Hotel will make available to all Non-Uniform back-of-the-house staff, access to the dry-cleaning service, for up to five pieces per week of clothing worn to work. The employees will be charged the Hotel's discount rate for this service.
11. **The Employer will** provide a bulletin board for **the Union's exclusive use** (with **glass door and lock**).

SCHEDULE "A"

DEPARTMENT	MAR. 28/99	MAR. 28/00	MAR. 28/01
Housekeeping			
Housekeeper	\$13.98	\$14.19	\$14.40
Laundry Attendant	13.46	13.66	13.86
Houseperson	13.98	14.19	14.40
Inspectress	14.28	14.49	14.71
Desk Attendant	14.28	14.49	14.71
Uniform Attendant	14.28	14.49	14.71
Outdoor Houseperson	14.20	14.41	14.63
Head Houseperson	17.65	17.91	18.18
Telecommunications			
Telecommunications	14.09	14.30	14.51
Maintenance			
General Maintenance	16.32	16.56	16.81
Painter	16.32	16.56	16.81
Electrician	22.89	23.23	23.58
Furniture Refinisher	18.55	18.83	19.11
Carpenter	19.17	19.46	19.75
Refrigeration Mechanic	22.08	22.41	22.75
Stewards			
Assistant Stewards	18.00	18.27	18.54
Potwasher	13.04	13.24	13.44
Dishwasher	12.74	12.93	13.12
Janitor	12.74	12.93	13.12
Cleaner	14.43	14.65	14.87
Stores			
Storeperson	14.28	14.49	14.71

Kitchen

Butcher	19.48	19.77	20.07
1st Cook	18.34	18.62	18.90
2nd Cook	17.90	18.17	18.44
Cook	17.59	17.85	18.12
Pantry Helper	15.16	15.39	15.62
Kitchen Helper	14.04	14.25	14.46
1st Pastry/Baker Cook	20.69	21.00	21.32
2nd Pastry/Baker Cook	19.48	19.77	20.07
Pastry/Baker Cook	16.96	17.21	17.47

Apprentice Cook

1st Year	11.68	11.86	12.04
2nd Year	13.38	13.58	13.78
3rd Year	14.98	15.20	15.43

**Apprentice Pastry/
Baker Cook**

1st Year	11.23	11.40	11.57
2nd Year	12.81	13.00	13.20
3rd Year	14.50	14.72	14.94

Bell Desk

*Bell Captain	9.52	9.66	9.80
*Bell Staff	8.75	8.88	9.01
'Door Staff	9.02	9.16	9.30

Garage

*Valet Parker	10.66	10.82	10.98
Cashier	13.50	13.70	13.91
Supervisor	12.87	13.06	13.26

Valet

*Valet	13.21	13.41	13.61
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Food and Beverage Service

Coatcheck Attendant	9.39	9.53	9.67
*Captain-Room Service	10.61	10.77	10.93
'Server	8.75	8.88	9.01
*Busperson	10.72	10.88	11.04
*Porter/Banquets	12.34	12.53	12.72
Cashier III	12.49	12.68	12.87
Cafe Cashier	14.10	14.31	14.52
Room Service Order Taker	14.54	14.76	14.98
Banquet Cashier	13.21	13.41	13.61
*Stool Bartender	11.77	11.95	12.13
Bartender/Service	15.48	15.71	15.95
*Beverage/Porter	12.39	12.58	12.77
*Banquet/Bars	11.09	11.26	11.43
*Banquet Bars Part-Time	9.56	9.70	9.85

The Hotel may appoint a Head Bartender. During the period of **such** appointment the Head Bartender will receive a premium of \$3.33 per worked hour.

Mini Bars

Mini Bar Attendant	13.55	13.75	13.96
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Health Club

Health Club Attendant	12.40	12.59	12.78
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Front Desk

Receptionist	14.48	14.70	14.92
Senior Receptionist	15.88	16.12	16.36

Probationary employees may be hired at One Dollar (\$1.00) less than the job rates set out above.

* **Asterisk** denotes gratuity positions.

Food and Beverage Service

Coatcheck Attendant	9.39	9.53	9.67
*Captain-Room Service	10.61	10.77	10.93
*Server	8.75	8.88	9.01
*Busperson	10.72	10.88	11.04
*Porter/Banquets	12.34	12.53	12.72
Cashier III	12.49	12.68	12.87
Cafe Cashier	14.10	14.31	14.52
Room Service Order Taker	14.54	14.76	14.98
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Senior Receptionist	15.88	16.12	16.36

Probationary employees may be hired at One Dollar (\$1.00) less than the job rates set out above.

* Asterisk denotes gratuity positions.

Letter of Agreement Re: Productivity

"The Employer, the Union and the Employees recognize the significantly increased competition facing the Hotel in all areas of operations in 1999 and going forward,

All agree that it is in everyone's interests to attract and keep guests for every service offered by the Hotel,

The parties are proud of the fact that Hotel wages are significantly better than other properties and want to secure a continuing good income for all staff,

Everyone therefore recognizes that productivity improvements are essential to secure the future in a competitive environment.

The hotel acknowledges the value of employee input and suggestions on how to improve productivity in their areas and in the property generally. All parties acknowledge that real improvement is a cooperative effort that respects everyone's contributions and responsibilities. Management acknowledges that some of the examples discussed are its responsibility to correct, and that any change must not violate the provisions of the Collective Agreement.

Full bookings and a full Property are essential to true job security!

Letter of Agreement

Four Seasons Hotel Toronto
▪ and ▪
United Food and Commercial Workers
International Union, Local 333

Re: Banquet Department Productivity Agreement

Both the Employer and the Union recognize the importance of maintaining a banquet department operation that:

- recognizes the primary importance of service to the guest;
- respects the skill, ability and commitment of the banquet department **staff** and the special **skills** that bartenders and wait **staff** each provide;
- seeks to obtain the highest possible productivity consistent with the overall goals;
- provides an opportunity to all members to earn a fair wage, keeping in mind the appropriate application of seniority.

The Employer, the Union and the Banquet department employees recognize the significantly increased competition facing the Hotel in securing banquet bookings in 1999 and going forward. All agree that securing such bookings is in everyone's interest.

Accordingly, the Hotel agrees not to pursue a 'merged classification' of bartenders and wait staff for scheduling and job assignment purposes.

The Union, on behalf of the employees, agrees that the direction of the work force and the determination of scheduling matters is, subject to express provisions of the Collective Agreement, a management function. Everyone on the team understands the need to pull together to serve the guest and complete the function effectively. For example, bartenders may be **called** upon to help with service or clean up (notwithstanding Article 24.03(3)) and wait **staff** may be asked to pour wine or beer all in the interest of facilitating efficient and cost effective **staffing** of a function,

