

THIS AGREEMENT made and entered into this 11 day of August, 2006.

B E T W E E N

KINGDOM HOTELS LIMITED
(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

08082 (08)

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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.

2.02 (a) Effective January 1, 2007, the hotel shall determine status of Part-Time employees to become Full-Time employees every quarter effective for the full pay period starting on or after January 1, April 1, July 1 and October 1. The determination shall be based on the hours worked per week during the preceding thirteen weeks with the decision based on the majority (7 weeks or more) result. Pursuant to 2.01 a week of over 24 hours will indicate Full-Time status.

(b) (i) An employee will serve a probationary period as a Full-Time employee pursuant to 11.01(a)

(ii) An employee's seniority as a Full-Time employee will exclude any periods of Part-Time status.

2.03 (a) if Four Seasons Hotels proceeds to open a new property in Metropolitan Toronto during the term of this Collective Agreement, the parties agree to meet and bargain either twelve months after construction commences (i.e. breaks ground) or eighteen months before the announced opening date, at the option of the Union, with the Hotel and representatives of the new property's planning committee (the senior management team) in regard to job security for employees at the 21 Avenue Road property. At such meeting, the parties will also discuss Union recognition rights at such new location. It is understood and agreed that the purpose of these negotiations will be to secure for current employees that highest level of job security at continuing operations, and will not be about other issues except for severance pay for any employees that are being terminated in the circumstance.

2.02 (b) if either party feels that the bargaining pursuant to "(a)" is not reaching an acceptable conclusion, it may apply to the Ontario Labor Relations Board for early termination of this Collective Agreement and this provision constitutes the irrevocable consent of the other party to such application.

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 **him/her** 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 ~~Ned~~ 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
Avenue
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 - STRIKE'S OR LOCKOUTS

- 7.01 The Union agrees while the Agreement is in force there will be no strike, slowdown, sit-down, stoppage of work or any act intended to interfere with work or the Company's options. 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 should be signed by the employee and a shop steward, 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 complain 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 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
 - Avenue
 - Lobby ~~Bar~~
 - Banquets
 - Banquet Beverage
 - Cafe
 - Kitchen
 - Front ~~Desk~~
 - Truffles
 - 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 or otherwise not actively employed 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 **call** 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**. Copies of all job postings will be given to the Union Chief Steward at **the time** of posting. 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 their 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.
- 11.13** Opportunities **as** Servers for **Porters**. **The** next four opportunities for full time banquet servers will be posted and not automatically given to part timers **regardless** of their hours in order to give qualified **Porters** an opportunity for the promotion.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 (a)** 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.
- 12.01 (b)** (i) Emergency leave of absence shall be granted by the Company for up to ten (10) days per calendar year (~~prated~~ for new hires during the year) for the following reasons:
- a) personal illness, injury or medical emergency;
 - b) death, illness, injury or medical emergency of Close Family;
 - c) an urgent matter concerning Close Family.
- (ii) For the purpose of this provision ~~Close~~ family means:
- a) the employee's spouse (which herein includes a same-sex partner);
 - b) a parent, step-parent or foster parent of the employee or the employee's spouse;
 - c) a child, stepchild or foster child of the employee or the employee's spouse;
 - d) a grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse;
 - e) the spouse of a child of the employee
 - f) the employee's brother or sister;
 - g) a relative of the employee who is solely dependent on the employee for care and assistance.
- (iii) A leave under this provision shall be without pay unless Article 21.01 provides otherwise;
- (iv) A leave for part of a day shall count as one full day of entitlement;
- (v) The Company may require an employee who takes a leave to provide reasonable evidence of entitlement.

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 Avenue, 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 made by *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.

17.03 Should an incident of major consequences to the use of the hotel by tourist and business **guests** occur during the course of this Agreement, such **as** another major terrorist attack, the parties agree to meet and consider any **and** all appropriate changes **to this** Agreement ~~required to meet~~ a significantly changed hotel business plan.

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 AND 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. (x) Where that is not possible, an employee who misses a break, or both breaks, during a shift will be allowed to leave early to make up the time or will be paid for the break time worked at their regular rate. Employees must take breaks if instructed by management to do so; pay in lieu should be a rare situation.

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 Banquets department).

20.09 Mandatory meetings or training sessions held other than during an employee's regular working hours shall be scheduled with the normal schedule, usually the Thursday prior. Employees required to attend at a meeting or training session not attached to regular working hours shall receive a minimum of four hours pay at their regular rate. Training session time attached to regular working hours is paid at the employee's regular rate and does not count toward Article 20.03.

20.10 All employees scheduled by management to work in a higher paid classification for more than two consecutive hours. will be paid at the higher rate for all hours worked in the classification.

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 ~~forty~~ five cents (\$0.45) per hour worked by each employee in the unit to the Union Pension Plan. The Pension Plan will be a Union Trusted Plan.

ARTICLE 24 - WORKING CONDITIONS

24.01 General

1. Locker Room - 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. Safety Shoes - the Company will pay seventy five (75%) of the cost of one pair of safety shoes per year, ~~to a maximum of eighty dollars (\$80.00)~~, and ~~increase to ninety dollars (\$90.00)~~ effective ~~March 28, 2009~~ 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.
4. Night transportation - if ~~an~~ employee relies on public subway system to ~~get~~ to and from work and the employee ~~works~~ longer than the scheduled ~~shift~~ past the closing of the subway at night due to a management request, ~~the~~ Hotel will pay for a taxi or arrange for the employee to get home.

24.02

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/hour** above ~~the~~ schedule rate and shall participate in the gratuity pool on ~~the~~ same basis as in Hotel **functions**.
 - (b) In-house promotional or **charity** functions - **\$29.79** **per** hour.
 - (c) Corkage rates – Wine - **\$6.00/bottle**
Liquor - **\$30.00/bottle**
Other (beer & soda) **\$1.00/bottle**
 - (d) Cash Bars - **\$29.79** **per** hour, based on consumption rate of \$650.00. ~~After~~ **4** hours consumption rate increases **\$100.00/hour**. The consumption rate is **per** bartender. It will be fully allocated to bartenders until used up and remaining bartenders will receive the labour rate.
 - (e) Host bars - **\$29.79** **per** hour, based on a consumption rate of **\$550.00**. After **4** hours consumption rate increases **\$100.00/hour**. The consumption rate is **per** bartender. It will be fully allocated to bartenders until used up and remaining bartenders will receive the labour rate.
 - (f) Effective upon ratification, the labour rate referred to in (b), (c), (d) and (e) shall be **\$29.79**. After which the labour rate will increase as per the general wage increase:
March 2007 - \$30.24 September **2007 - \$30.69**
March 2008 - \$31.15 September **2008 - \$31.62**

March 2009 - \$32.09 September 2009 - \$32.57
March 2010 - \$33.06 September 2010 - \$33.56

- (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

- a) 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**.
- b) Full time Porters shall advise the Banquet Department Manager in writing in advance of January 1 of **each** year whether they wish to be scheduled for wait jobs. **An** employee who advises **"yes"** can **withdraw anytime** during the year, but other than that **mid year** changes of position **are** not allowed. Porters who advise **"yes"** will be considered for available positions to **try** and provide work on **as** close to **nine (9) functions** a week **as** possible. Such **scheduling** will be designed to not trigger overtime. Porters **so** scheduled cannot withdraw from wait assignments because opportunities arise in their **usual** classification and understand that unexpected events may mean that work in **usual** classifications is lost due to wait assignments. Porters who have said **"yes"** must **usually** accept wait **scheduling** assignments, or in management's sole discretion be considered a "no". **This procedure** does not limit management's full authority to schedule according to the other provisions of the Collective Agreement, including Schedules and Letters attached hereto.

6. Banquet Service

- a) 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.

- b) **Where** the Company Schedules **extra servers** above the cover **ratio** it will **add** to the labour pool **thirty (\$33.00)** dollars (which includes the **servers** base hourly rate **per hour per extra server**). The **\$33.00** rate will increase by the **General Wage Increase percentage increases**. **If this change** creates a problem for booking a particular function it **can** be discussed with the **Union**.
- c) **Where** the Company schedules **extra bartenders** for a function and **charges** the guest a "labour rate" for the **extra staffing** it will **add** to the bartender pool **thirty (\$33.00)** dollars (which includes the bartenders' base hourly rate) **per hour per extra bartender**. The **\$33.00** rate will **increase** by the **General Wage Increase** percentage increases. **If this change creates** a problem for booking a particular function it **can** be discussed with the **Union**.

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 House **persons**.
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. **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 the goal of keeping the year to date gratuity results close in amounts. It is understood that the actual gratuity distribution will vary because of

- i) seniority Bartenders receiving extra functions pursuant to **the first** paragraph of this section. **As of 2006 this** would likely result in a difference of approximately \$100 - \$120 **per** extra function **so** assigned.
- ii) Bartenders missing functions because of vacations, holidays, leave of absences, illness or **turning down** functions. The variance that will result from such occasions will be approximately **\$160 - \$180 per** function.

In staffing functions it is recognized the management must be guided by the principles of providing:

1. the guest with the appropriate service in all circumstances and
2. not overstaffing the function.

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 **\$2.50**
Effective with ~~March~~ 2009 wage increase, increase to **\$2.60**.
 - (c) ~~Tour~~ Baggage: **\$4.10**
2. Items with **no** gratuity will be handled by the concierge
3. 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. **\$2.50**
Effective with March 2009 wage increase, increase to **\$2.60**.
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**.
2. 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", assignment 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** a cot is prepared and put in a room by housekeeping staff, the hotel shall pay the individual **\$2.60**. Increase to **\$2.75** with March **2009** wage increase.
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.
8. One houseman assigned on a **shift** to primarily pick up and/or deliver supplies during the shift, shall be paid a premium of **\$4.24** per hour for the **shift**.

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.
2. The Hotel will provide Kitchen employees who **are** requested to supply their **own** tools with a **\$50.00/year** maximum tool **allowance** based on a receipt on their first anniversary and every year thereafter. Effective March **2009** increase to **\$60.00**.

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. a) **When** a **person** calls to make a reservation for a party of eight (8) or more for lunch or dinner at Truffles, Avenue or The Studio Cafe, it is suggested to the **person** making the reservation that a **suggested gratuity of 16% 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 16% is recommended.

- b) Increase the current gratuity for house account **charges** in **food outlets** from 12%, by one percent (1%) ~~per~~ year of the Agreement until 15% is achieved.
13% August 21, 2006
14% ~~March 28, 2007~~
15% ~~March 28, 2008~~

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 at least **four** hours the employee ~~shall~~ receive the mini-bar rate while **so** assigned.

SCHEDULE I

HOLIDAYS

1. Employees in the active employ of the Company 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 **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
 - a) Employees who are assigned by the Company to provide training for Managers or other employees shall receive a training premium of \$1.00/hour while providing such training.
 - b) Where the employee being trained successfully completes the training and probation, and all documentation regarding the training has been completed, the employee(s) who provided the training and received the premium in (a) shall receive a further premium payment in an amount equal to the total paid pursuant to (a).
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 of Arbitration will be requested to make an appointment.
5. **Shift Premium**

There shall be a hotel-wide shift premium of forty five cents (\$0.45) per hour, fifty five cents (\$0.55) for maintenance, for any shift in which the majority of scheduled hours are between 11:00 p.m. and 7:00 a.m. Effective March 28, 2007 increase each rate by an additional five cents (\$.05).
6. **Outdoor Housepersons**

Outdoor housepersons shall receive a special premium of forty cents (\$0.40) per hour for all hours worked between November 1st. and March 31st., 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 **twelve (12) years 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) **x** 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

1. 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 and Forty Five Dollars ~~\$145.00~~ per month. (One hundred and ~~Fifty~~ Dollars ~~\$150.00~~ effective ~~March 28, 2008~~), (One hundred and Fifty Five Dollars ~~\$155.00~~ effective ~~March 28, 2010~~) 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-Union 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"

(the following increases are effective for the nearest full pay period)

DEPARTMENT	02-Apr-06 2%	28-Mar-07 1.50%	30-Sep-07 1.50%	28-Mar-08 1.50%	30-Sep-08 1.50%	28-Mar-09 1.50%	30-Sep-09 1.50%	28-Mar-10 1.50%	30-Sep-10 1.50%
Housekeeping/Laundry									
Housekeeper	16.66	16.81	17.07	17.32	17.58	17.84	18.11	18.38	18.66
Laundry Attendant	16.10	16.49	16.89	17.29	17.58	17.84	18.11	18.38	18.66
Houseperson	16.66	16.81	17.07	17.32	17.58	17.84	18.11	18.38	18.66
Houseperson	16.66	16.81	17.07	17.32	17.58	17.84	18.11	18.38	18.66
Desk Attendant	16.89	17.14	17.40	17.66	17.93	18.20	18.47	18.75	19.03
Uniform Attendant	16.89	17.14	17.40	17.66	17.93	18.20	18.47	18.75	19.03
Outdoor Houseperson	16.81	17.06	17.32	17.58	17.84	18.11	18.38	18.66	18.94
Telecommunications									
Telecommunications	16.89	16.94	17.19	17.45	17.71	17.98	18.25	18.52	18.80
Maintenance									
Certified Mechanic	23.84	24.19	24.56	24.93	25.30	25.63	26.22	26.61	27.01
General Maintenance	19.33	19.62	19.91	20.21	20.52	20.82	21.14	21.45	21.77
Painter	19.93	19.62	19.91	20.21	20.52	20.82	21.14	21.45	21.77
Carpenter	23.84	24.19	24.56	24.93	25.30	25.63	26.22	26.61	27.01
Kitchen Mechanic	21.54	21.87	22.19	22.53	22.86	23.21	23.56	23.91	24.27
Stewarding									
Powwasher	15.94	16.18	16.42	16.67	16.92	17.17	17.43	17.69	17.96
Dishwasher	15.92	15.76	15.99	16.23	16.48	16.72	16.98	17.23	17.49
Janitor	15.92	15.76	15.99	16.23	16.48	16.72	16.98	17.23	17.49
Cleaner	17.05	17.31	17.57	17.83	18.10	18.37	18.65	18.93	19.21
Stores									
Storeperson	16.89	17.14	17.40	17.66	17.93	18.20	18.47	18.75	19.03

DEPARTMENT	02-Apr-06 2%	26-Mar-07 1.50%	30-Sep-07 1.50%	28-Mar-08 1.50%	30-Sep-08 1.50%	26-Mar-09 1.50%	30-Sep-09 1.50%	28-Mar-10 1.50%	30-Sep-10 1.50%
Kitchen									
Butcher	23.05	23.40	23.75	24.10	24.47	24.83	25.21	25.58	25.97
1st Cook	21.71	22.03	22.36	22.70	23.04	23.38	23.73	24.09	24.45
2nd Cook	21.19	21.50	21.83	22.15	22.49	22.82	23.17	23.51	23.87
Cook	20.80	21.12	21.44	21.76	22.08	22.42	22.75	23.09	23.44
Pantry Helper	17.88	18.15	18.42	18.70	18.98	19.26	19.55	19.84	20.14
Kitchen Helper	16.63	16.88	17.13	17.39	17.65	17.91	18.18	18.45	18.73
1st. Pastry/Baker cook	24.48	24.85	25.22	25.60	25.98	26.37	26.77	27.17	27.58
2nd Pastry/Baker cook	23.03	23.38	23.73	24.08	24.44	24.81	25.18	25.56	25.94
Pastry/Baker	20.04	20.34	20.65	20.96	21.27	21.59	21.92	22.24	22.58
Apprentice Cook									
1st Year/Casual Cook	13.95	14.06	14.27	14.48	14.70	14.92	15.15	15.37	15.60
2nd Year	15.84	16.08	16.32	16.56	16.81	17.06	17.32	17.58	17.84
3rd Year	17.74	18.00	18.27	18.55	18.83	19.11	19.40	19.69	19.98
Apprentice Pastry/ Baker/Cook									
1st Year	13.31	13.51	13.71	13.92	14.13	14.34	14.55	14.77	14.99
2nd Year	15.17	15.39	15.63	15.86	16.10	16.34	16.58	16.83	17.09
3rd Year	17.18	17.43	17.70	17.96	18.23	18.50	18.78	19.06	19.35
Employees in the apprenticeship program must be actively pursuing an appropriate apprenticeship program. The employees will be given the normal time required to complete the program. Upon completion of the program, employment shall end unless renewed by mutual									
Bell Desk									
*Bell Captain	11.27	11.44	11.61	11.79	11.96	12.14	12.32	12.51	12.70
*Bell Staff	10.37	10.53	10.69	10.85	11.01	11.18	11.34	11.51	11.69
*Door Staff	10.69	10.85	11.01	11.18	11.35	11.52	11.69	11.86	12.04

DEPARTMENT	02-Apr-06	28-Mar-07	30-Sep-07	28-Mar-08	30-Sep-08	28-Mar-09	30-Sep-09	28-Mar-10	30-Sep-10
	2%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Garage									
*Valet Parker	12.62	12.81	13.00	13.19	13.39	13.59	13.80	14.00	14.21
Cashier	15.99	16.23	16.48	16.72	16.98	17.23	17.49	17.75	18.02
Supervisor	15.24	15.47	15.70	15.93	16.17	16.41	16.66	16.91	17.16
Valet Laundry									
*Valet	15.64	15.87	16.11	16.35	16.60	16.85	17.10	17.35	17.61
Food & Beverage Svc									
Coat Check Attendant	11.13	11.30	11.46	11.64	11.81	11.99	12.17	12.35	12.54
*Captain - Room Service	12.56	12.74	12.94	13.13	13.33	13.53	13.73	13.94	14.14
*Server	10.37	10.53	10.69	10.85	11.01	11.18	11.34	11.51	11.69
*Busperson	12.69	12.88	13.07	13.27	13.47	13.67	13.87	14.08	14.29
Host	15.20	15.43	15.66	15.89	16.13	16.37	16.62	16.87	17.12
*Banquet Porter	14.93	15.16	15.38	15.61	15.85	16.09	16.33	16.57	16.82
Banquet Cashier	16.29	16.53	16.78	17.03	17.29	17.55	17.81	18.08	18.35
Room Service Order Taker	17.22	17.48	17.74	18.00	18.27	18.55	18.83	19.11	19.40
*Stool Bartender	13.94	14.15	14.36	14.58	14.80	15.02	15.25	15.48	15.71
Service Bartender	18.33	18.60	18.88	19.17	19.45	19.75	20.04	20.34	20.65
*Banquet Bartender	13.14	13.33	13.53	13.74	13.94	14.15	14.37	14.58	14.80
*Head Bartender	17.78	18.05	18.32	18.59	18.87	19.15	19.44	19.73	20.03
Mini Bar	16.05	16.30	16.54	16.79	17.04	17.30	17.56	17.82	18.09
Health Club Attendant	14.68	14.90	15.12	15.35	15.58	15.81	16.05	16.29	16.53
Front Desk									
Receptionist	17.16	17.41	17.67	17.94	18.21	18.48	18.76	19.04	19.33
Sr. Receptionist	18.82	19.10	19.39	19.68	19.97	20.27	20.58	20.89	21.20

Notes:

Probation employees may be hired at \$1.00 less than the job rates listed 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**.

Ali 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.

Letter of Agreement Re: Banquet Porters and Scheduling Opportunities

Following our negotiations meeting regarding Banquets the Hotel confirms that it **will** undertake the following management **actions**:

1. **The** Hotel understands the **need to ensure** the banquet **porters** have proper time allocated to do a service set up and have sufficient **notice**, when possible, to allow them **to** plan their work.
2. The Hotel and **Union** agree that internal temporary job **opportunities** should be **made** available to existing **staff** rather than casuals **subject to** scheduling considerations **and** skill and ability **requirements**. The parties recognize that **this** being a Four **Seasons** property **the** skill and ability requirement can be significant.

Therefore, the Hotel **will** consider assigning interested banquet porters **to** appropriate wait and **bartender** functions rather than calling in casuals subject to the above considerations.

3. The Hotel **will** consider full **time bartenders** for available wait **jobs** and **full** time waiters for available **bartending** jobs where:
 - the full time employees otherwise **won't** have a 40 hour week and the available assignment would not put them over 40 hours.
 - **such** scheduling will be in place only if calling in casuals.
 - in the opinion of management the individual **has** the skill and ability to do the job in **question** at least **as well as** a **called** in casual.

SS