

UNITE HERE Local 75 – Fairmont Royal York Bargaining, 2017

Union Non-Monetary and Monetary Proposals – December 8, 2017, 1:30pm

WITHOUT PREJUDICE

The Union reserves the right to add to, delete from, and/or modify these proposals.

Proposal #	Article #	Description of Change	Response
U #1	3.5(b)	<u>Full-time/Part-time Status:</u> Article 3.5(b) – Modified union position: Future part-time hires will be required to provide availability on Saturdays, Sundays and one other day. Current part timers who provide availability Saturdays and Sundays will be grandfathered.	Er rejects 1 and 2 Er answer to 3: PTers must be available Saturday, Sunday and one other day Union modifies its position
U #2	4.2	<u>Bargaining Unit Work:</u> Delete sentence re: Sous Chefs.	Er rejects
U #4	8	When a person retires, people should be able to bid on their vacated schedule in accordance with seniority.	Er rejects
U #5	9.3	<u>Notice of change of schedule:</u> replace “twenty-four (24)” with “forty-eight (48)” (this provision should be modified to conform w/ Bill 148)	Er proposes to add the following sentences to the end of 9.3: “If the Employer cancels an Employee’s scheduled shift within forty-eight (48) hours before the time the employee was scheduled to commence work, the Employer shall pay the employee wages equal to the Employee’s regular rate of pay for three (3) hours of work. For greater certainty, a scheduled day of work is cancelled if the entire day of work is cancelled but not if the day or work is shortened or extended.

			Union counters with 4 hours instead of 3.
U #6	9	<u>Change to call-in procedure:</u> Employer will call as many employees as it deems necessary in a thirty-minute period to fill vacant shifts; shift will go to the most senior employees who accept said shifts within the thirty-minute period.	Er says it's a housekeeping issue, as many as 60-100 rooms added per day
U #9	9.16	<u>Scheduled to work during rest period</u> (based on Fairmont Empress): Except when agreed between employees and their Supervisor, the Company will comply with ten (10) hours free from work between shifts, failing which, overtime rates will apply for the second tour of duty.	Er rejects
U #10	11.1	<u>Posting of Job Vacancies:</u> Add notice to memorandum acknowledging that the Employer will continue to post job vacancies on RYH Talk screens and will also inform the Hospitality Workers Training Centre.	Er agrees to continue the practice; Union wants notice in memorandum to this effect
U #12	12.4	<u>JOB SECURITY/Recall rights and benefit contributions during renovations:</u> Replace second half of second sentence with "said employees will be retained on the list for the duration of the renovation period and the Employer will make normal benefit contributions for said employees for a period of up to six (6) months."	Er, 10/26/17: 78 weeks for renovations, no extended benefits
U #14	13.3	<u>JOB SECURITY/Technological Change:</u> 1) The Parties agree that no employees employed at the time of ratification of this collective agreement shall be laid off for the duration of	

		<p>this collective agreement due to technological change.</p> <p>2) The Parties agree that time and motion data and GPS data collected through HotSOS or similar platforms will not be relied upon for disciplinary action with respect to work speed.</p> <p>3) Discuss: connection problems with HotSOS</p> <p>4) Discuss: subcontractor running minibar/duties that the bargaining unit should be performing</p>	
U #15	14	<p><u>Stat Holiday Payment:</u> M. Attard arbitration issue – settlement proposal provided.</p>	TL/JVH discussing settlement
U #16	25.3	<p>1) Add to bullet points:</p> <ul style="list-style-type: none"> - Gross pay - Other source of income - Address - Phone numbers - House seniority date - Classification seniority date - Date of birth - Classification - Department - Wage rate - Full time/part time/casual status - Date of change of status if applicable - Gender <p>2) Delete last sentence of second paragraph (Beginning with “Furthermore...”)</p> <p>3) All submissions will be made by pay periods falling within the calendar month. (Discuss what is happening now, reflect anything else that’s being done in the language)</p>	

U #18	21, 22, 23	<u>Streamlining of the grievance and arbitration procedures:</u> Improvements to the grievance procedure provided separately.	Er rejects
U #20	NEW ART.	<u>Environmental consciousness:</u> <ol style="list-style-type: none"> 1. Both parties recognize that by the very nature of the hospitality industry, vast quantities of water, chemicals, food and energy are used in order to clean and maintain the property. Both parties further recognize that the use of these resources contribute to the ever increasing carbon footprint that jeopardizes the future ability to continue to offer such accommodations and creates excessive waste of valuable and scarce resources for future generations of guests and employees alike. 2. Accordingly and in order to help reduce the harmful impact on the environment and better comply with government initiatives to reduce pollution, encourage conservation and mitigate waste, the parties agree to work cooperatively and support the initiation and implementation of programs to preserve the environmental resources necessary to operate the Hotel. The Union retains the right to challenge such changes under the grievance and arbitration procedure articles of this collective agreement. Toward that end, 	Union to rework its proposal to fit into Planet 21 Sustainability Committee

		<p>should any such program have an adverse impact on any bargaining unit employee, the Hotel agrees to engage in effects bargaining, but such bargaining shall not prevent the implementation of such programs.</p> <p>3. The parties will establish a Sustainability Committee with an equal number of members from the Employer and the Union. The committee shall work towards determining the hotel's carbon footprint and economical ways to reduce the carbon footprint while improving the Hotel's bottom line and not adversely harming the living standards of the employees.</p>	
U #22	29.15	Update Article 29.15 to reflect shift to Presto.	Er: stand down
U #30	LOU #4	<p><u>Housekeeping/Weekends Off:</u> Modified Union position: Amend to give 10 more people weekends off (3 in 1st year, 2 in 2nd year, 3 in 3rd year, and 2 in 4th year) and renew</p>	Union modifies its position
U #35		<p><u>Outstanding Grievances:</u> The Parties agree to meet within one month of ratification to attempt to resolve all outstanding grievances – list to follow.</p>	
U#36	Art. 7	<u>Midnight Premium:</u> \$1	
	Art. 7	<p><u>Minimum Wage:</u> Add new Article after 7.3: Notwithstanding the classification wage rates laid out in Schedules A and B, employees will never receive less than the applicable minimum wage plus fifty cents (\$0.50).</p>	

	Art. 12.8	<p><u>Layoff and Recall:</u></p> <ol style="list-style-type: none">1) Modify 12.8(a) – “The employee may elect to stay on the seniority list for a period equivalent to their length of continuous service with the Employer, up to fifty-two (52) weeks, or the duration of the renovation if applicable, and will be subject to recall for suitable employment as per Article 12.1.”2) Amend 12.8(b) – “In addition to their severance entitlement under the Employment Standards Act, employees will also receive <u>additional</u> severance as follows:<ul style="list-style-type: none">- For employees with ten (10) years of seniority or more, an additional payment of \$10,000 and six (6) months of extended benefit contributions- For employees with fifteen (15) years of seniority or more, an additional payment of \$15,000 and nine (9) months of extended benefit contributions- For employees with twenty (20) years of seniority or more, an additional payment of \$20,000 and one (1) year of extended benefit contributions- For employees with thirty (30) years of seniority or more, an additional	
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		<p>payment of \$30,000 and one and one half year of extended benefit coverage.</p> <ul style="list-style-type: none"> - For employees with forty (40) years of seniority or more, an additional payment of \$40,000 and two (2) years of extended benefit coverage. - Add sentence: For clarity, gratuities will be included in the ESA calculations. 	
	Art. 13.2	Amend 13.2(d)(iv) – to match the severance above.	
	Art. 15	<u>Vacation:</u> Amend as follows – <ul style="list-style-type: none"> - Replace 11 years with 10 years - Replace 27 with 25 	
	Art. 16.16	<u>Pension Plan:</u> The Employer agrees to support the conversion of the Pension Plan to a target benefit plan should the Union request to do so.	
	Art. 24.8	<u>Negotiating Committee:</u> Increase from 7 to 8	
	Art. 29.8	<u>Shoe Allowance:</u> <u>Amend:</u> Every one year for all FT, every two years for all PT (except Kitchen and Stewarding that are already every one year for all). Category A: \$120; Category B: \$100, Category C: \$75	Er proposes to add \$10 to each category. Er proposes to add Doormen to Category A. - AGREED
	Art. 29.9	<u>Room Drop:</u> The Room Attendants daily room assignment will be reduced by one (1) credit starting date of ratification.	
	Art. 29.9	<u>#5:</u> 10 or more checkouts, drop 1.	
	Art. 29.9	<u>#7:</u> 8 or more double doubles, drop 1	
	Art. 29.9	<u>#8: Large rooms/renovated rooms:</u> Want to preserve 2 credits for 2 rooms combined into one suite	

	Art. 29.9	<u>Cots/Cribs</u> : \$3 for all.	
	Art. 29.9	<u>New #14</u> : The Employer will not institute any customer program that provides incentives for declining housekeeping service.	
	Art. 29.9	<u>New #15</u> : Any employee who delivers a refrigerator or microwave will be paid one dollar (\$1) per refrigerator or microwave delivery.	
	Art. 29.9	<u>New #17</u> : Employees required to work alone on guest floors will be provided with panic buttons.	
		<u>New #18</u> : Seniority will apply to the assignment of major job tasks among the housepersons. Discuss restocker staffing levels.	
	Art. 29.10	<u>Minibar</u> : <ul style="list-style-type: none"> - The fee for removing and restocking minibars should also apply to group requests to stock certain items (Dr Pepper example) - Add fee to remove items outside of the locked minibar - \$2 - Daily room assignment for Minibar Attendants should move down to 90. 	
	Art. 29.11	<u>Guest Services</u> : Bell – <ul style="list-style-type: none"> - Make applicable to all group baggage, not just tour baggage. Box handling – discuss “status quo” (29.11, 2, viii) Change “tour” to “group” throughout. Valet –	Union agrees to employer proposal to add Door to Category A under shoe allowance (1 per year)

		- End subcontracting of valet	
	Art. 29.13	Minimum 15% grat on house accounts.	
	NEW	<p><u>Letter re: Hotel Conversion to Condominiums, to be signed by Employer and Owner:</u></p> <p>For five (5) years from the effective date of this Agreement, neither the Employer nor the Owner shall make any application to the City of Toronto or an agency thereof, or any appeal to the Ontario Municipal Board, for any approval necessary to convert any part of the real property that includes the Hotel to condominium, rental, or timeshare use. After said five-year moratorium, if any part of the real property that includes the Hotel is used or converted to condominium, rental or timeshare operations by the Employer or the Owner, or any entity operating facilities for the Employer or the Owner, the Employer or the Owner shall cause such other entity or entities to use employees at the Hotel in the unit represented by UNITE HERE Local 75 to perform all work pertaining to their existing classifications in such condominium, rental, or timeshare operations.</p>	
	NEW	<p><u>Fairbnb proposal:</u></p> <p>The Employer acknowledges:</p> <ul style="list-style-type: none"> - the importance of hotel workers being able to afford to live near where they work - the threat that short-term rental platforms pose to the availability and affordability of housing for hotel workers 	

		<p>and their families in the Greater Toronto Area</p> <ul style="list-style-type: none"> - the threat that unregulated ghost hotels present for our industry and our jobs <p>The Employer agrees to contribute one cent (\$0.01) per hour per employee (move up to \$0.02 in year 3) into the UNITE HERE Local 75 Defense of Affordable Housing Fund. The Employer further agrees to release shop stewards on paid time on an occasional basis to assist with the campaign to protect affordable housing for hotel workers against the threat of short-term rental platforms in the Greater Toronto Area.</p>	
	Sched. B	<p><u>Banquet gratuities:</u> Change 78.5% to 81.5% (to the workers) and change 21.5% to 18.5% (to the management) throughout. Add 1% to the shares of each of servers/bartenders, porters, and stewards throughout</p>	
	Sched. B	<p><u>Banquet Porter Issues:</u></p> <ul style="list-style-type: none"> - New duties imposed on the porters – discuss - 12 hours max hours/day? – discuss - Sick calls must be replaced - Later start times to be made available (5:30/6:30) 	
	Sched. B	<p><u>Banquet Bartender Issues:</u></p> <ul style="list-style-type: none"> - Adjust rotation from one-week period to two-week period. - .31 VIP functions, amend to 12% - Corkage, amend to 50/50 	

		<p><u>Monetary package, in addition to the above proposals:</u> Additional \$1.25/hour/year for wages, health and welfare and pension benefits, existing union funds. Including retroactivity.</p> <p>5 cents/year to health and welfare, 25 cents per year to pension, 1 cent per year to union funds, the rest to wages</p> <p>Clarity around who will be affected by minimum wage increases: Union believes it is door, bell, and midnight IRD</p>	
		<p><u>Voluntary recognition through card check for current and future hotels of Accor and KingSett in the Greater Toronto Area:</u> language to follow for Employer and Owner</p>	
E #1	6.3, 6.4	<p><u>Notice to Union:</u></p> <ul style="list-style-type: none"> ➤ Employer intends to make the following workload changes: <ul style="list-style-type: none"> (1) Move 'pressing' from Laundry to Valet; <p>Porters will move pallets and linen carts.</p>	Union: NOT AGREED; also raised issues about Fairmont Fit, equipment, staffing levels; need to discuss added duties in laundry, porters
E #2	9.1	<p><u>Notice to Union:</u></p> <p>All employees will be scheduled for 8 hours excluding 30 minute unpaid meal break in accordance with Art. 9.1.</p>	Union: NOT AGREED
E #3	9.9	<p><u>Notice to Union:</u></p> <p>All employees on shifts of five (5) hours or more duration will be required to take an unpaid meal break.</p>	Union: NOT AGREED

E #6		<p>Employer amends the Notice to Union provided on July 31, 2017 as follows:</p> <p><u>Notice to Union:</u></p> <ul style="list-style-type: none"> ➤ Current practice re: call-in procedure will end under the new CBA. Going forward, Employer will contact the most senior employee with the fewest scheduled hours for the week by telephone; if that employee does not answer, the Employer will leave a voice mail message to advise the employee to call back as there may be a shift available for them; the Employer will then continue to make calls until the available shift(s) are filled. If the available shift(s) are filled by the time an employee for whom a voice mail message was left calls back, they will not be eligible to receive an available shift. If the available shift(s) are not filled by the time an employee for whom a voice mail message was left calls back, they will be eligible to receive the available shift. 	<p>Union proposal: Call as many people as Er wants to; shifts go to most senior people who call back within 30 min period</p>
E #9	29.9	<p><u>Notice to Union:</u></p> <p>Current practice of giving back rooms each day will cease and Employer will strictly construe Art. 29.9 of the CBA.</p>	<p>Union gives notice that housekeeping staff work by the hour and not by the room. Union gives notice of its intention to enforce break language as well as bargaining unit work language in housekeeping.</p>
E #11	29.15	<p><u>For Discussion:</u></p> <p>Proposal by TTC to eliminate monthly passes, replace with self-loading Presto cards.</p>	<p>Union: Replace “TTC” with “Transit”</p> <p>Union proposes an additional LOU, language to follow, regarding</p>

			commitment to create a new system for administering the subsidy of Transit Passes.
E #13	Sch. A	<ul style="list-style-type: none"> ➤ <i>Telephone Department:</i> ➤ Update collective agreement to reflect current name of "Royal Service" - AGREED ➤ Rename "Telephone Department Senior Operator" as "Telecommunications Operator"; some change in duties, job description to be provided – NOT AGREED ➤ Rename "Telephone Department Operator" as "Royal Service Operator"; no change in duties. - AGREED ➤ Create new classifications for "Floating Bartender, Server and Assistant Server – NOT AGREED <p><u>Wage rates to be discussed at a later date.</u></p>	<p>Royal Service issues await Emily's presence in bargaining;</p> <p>Outlets:</p> <ol style="list-style-type: none"> 1) Outlet seniority lists take priority 2) Everyone has a home outlet/list 3) Employer will offer all hours within the classifications/outlets first, including OT 4) Then offer to trained low senior servers/bartenders by house seniority 5) Training to be provided by the Employer 6) No cherry picking – home outlet gets priority
E #18	LOU #4	<ul style="list-style-type: none"> ➤ Delete LOU#4 in its entirety. <p>As employees who are on the eligible list leave the employment of Employer, no additional employees will be added to the list until such time as the list is reduced to less than 30 employees, at which time new employee(s) will be added to bring the list back up to a maximum of 30 employees. At no time during the life of the collective agreement will the list exceed 30 employees.</p>	NOT AGREED
E #B2	Sch. B	Eliminate triples	NOT AGREED
E #B5	Sch. B	Current practice of Authorized Absences/Good Circles will end	NOT AGREED

E #B7	Sch. B	Notices re: start times, floor plan, end times, room assignments	NOT AGREED

AGREED UPON ITEMS:

U #3	4.3	Refers to wrong article in Schedule B, should be 0.6. Step #3 should be Step #2.	AGREED
U #4	8	<ol style="list-style-type: none"> 1) Tie breaker for people who started working on the same day – the date and time they accepted the Employer’s job offer in writing. 2) Shift preference will be provided in writing. 	<p>AGREED</p> <p>Dec. 11 – Union agrees to Er’s amended preference sheet, provided Dec. 11 at 11:30am</p>
U #17	20.2	<p>Union’s modified position:</p> <p>Add after second sentence: “The Employer will provide the Union with this list electronically.”</p> <p>Modify next sentence: “desire to work 3 or 4 days, shorter shifts, or such other reduced schedule as may be reasonably agreed.”</p> <p>Add a sentence at the end: “Requests to utilize the provisions of this Article will not be unreasonably denied.”</p>	AGREED
U #13	13.2 iii	Replace 26 with 52	AGREED
U #24	Sched B	<p>Full-time banquet rotation:</p> <p>When the Employer is aware that there will be a vacancy in the full-time server rotation for two (2) months or more, a part-time server will move up to the full-time list, in accordance with seniority, for the duration of the vacancy. Upon the full-timer’s return, the part-timer will return to her/his previous place on the part-time seniority list.</p>	<p>AGREE to Employer’s Counter:</p> <p>If the Employer becomes aware that a permanent full-time banquet server will be absent on a statutory or approved leave of absence for a period of six (6) months or more, part-time banquet servers will</p>

			<p>be offered the opportunity to move into the full-time banquet server's position on a temporary basis for the duration of the leave of absence, starting with the most senior part-time banquet server. When the full-time server returns to work, the part-time server will return to his/her position and will return to his/her previous place on the part-time seniority list.</p>
U #25		Increase Banquet Server part time cap to 38.	AGREED.
U #27	LOU #1	Update amounts and renew.	AGREED
U #28	LOU #2	Renew	AGREED
U #31	LOU #5-9	Renew	AGREED
U #32	LOU #10	Delete	AGREED
U #33	LOU #11	Renew	AGREED to delete first two paragraphs and renew
U #34	LOU #12	Update names and renew.	AGREED
U #11	11.3	Delete employment equity article.	AGREED
E #4	14.2	<p>Employer withdraws its proposal. However, the current language of Art. 14.2(d) does not appear to be compliant with the ESA, as currently in effect, or Bill 148, as proposed. There are other aspects of Art. 14.2 and Art. 14.3 which may become unlawful once Bill 148 becomes law. The Employer proposes that the parties enter into a business letter which provides that the parties agree to meet within 30 days following Bill 148 becoming law to discuss whether any changes to Art. 14.2 and/or Art. 14.3 are</p>	Union: AGREED

		required in order to ensure that those Articles continue to comply with Bill 148.	
E #7	15.8	<p>Employer amends proposal of July 31, 2017 as follows:</p> <p><u>Modify to read:</u></p> <p>15.8 (200217) The Employer will arrange for a vacation schedule to be posted by department by January October 1st of each year for the following calendar year and employees must submit their request for vacation by March 31st November 30th of the same year for vacation to be taken in the current following calendar year. The vacation dates of the employees who fail to submit their request by March 31st November 30th will be determined on a first-come first-served basis only on available dates as determined by the Employer. The Employer will post the vacation dates for each employee by department by no later than December 15th of each year for the following calendar year.</p> <p>(19992017) Provided a full-time employee has submitted his/her vacation request between January 1st and January 31st October 1st and November 30th of the same year and that the Employer is able to maintain a qualified and adequate work force, full-time employees with the greatest length of continuous service shall be given first choice of vacation for the quarter ending March 31st.</p> <p>(200217) Furthermore, an employee may carry over fifty (50%) percent of his/her earned vacation into the first quarter of the following calendar year, provided that the employee submits this request (including the</p>	AGREED

		<p>specific date(s) on which they wish to schedule such carried over vacation) as part of their annual request for vacation for the following calendar year (e.g., a request to carry over unused 2018 vacation must be submitted by November 30, 2018, as part of the 2019 vacation request). Any vacation that is unused and unscheduled as of November 30 of the calendar year to which the earned vacation relates will be scheduled on available dates as determined by the Employer between January 1 and March 31 of the following calendar year. For example, if an employee has ten (10) days of unused and unscheduled 2018 vacation as of November 30, 2018, and fails to submit a request to carry over that unused and unscheduled vacation into the first quarter of 2019 as part of their 2019 vacation request (to be submitted by November 30, 2018), then the Employer will schedule those remaining ten (10) days of unused and unscheduled vacation to be taken on available dates as determined by the Employer between January 1 and March 31 of 2019.</p>	
<p>E #XX</p>		<p>Retirement Allowance: For those employees whose age and service equal or exceed 75, and who choose to retire at or after the age of 60, they shall be entitled to a lump sum payment of \$2,500 for every five (5) years of service, or part thereof, to a maximum of \$15,000. Eligible employees who have forty (40) or more years of service as of their date of retirement shall be entitled to receive an</p>	<p>AGREED</p>

		additional lump-sum payment of \$5,000. For clarity, this provision will apply to full-time employees and part-time employees.	
E #10	29.13(c)	Replace with: "The current practice with respect to the payment of due backs in effect as of the ratification of this Agreement shall continue for the term of this Collective Agreement."	AGREED
E #15	LOU #1	Update and renew	AGREED
E #16	LOU #2	Renew	AGREED
E #17	LOU #3	Change "MSC" to "night cleaning company retained by the Employer" throughout and renew.	AGREED
E #19	LOU #5	Renew	AGREED
E #20	LOU #6	Renew	AGREED
E #21	LOU #7	Renew	AGREED
	LOU #8	Renew	AGREED
E #23	LOU #9	Renew	AGREED
E #24	LOU #10	Delete	AGREED
E #25	LOU #11	Delete first two paragraphs and renew	AGREED
E #26	LOU #12	Update names and renew	AGREED
E #B1	Sch. B	Increase PT cap to 38	AGREED
E #B3	Sch. B	Pop-ups/schedule changes: Notice re no more "shuffling" functions, follow CBA rotation/equalization	AGREED
E #B4	Sch. B	Stop tracking sweet tables	AGREED
E #B6	Sch. B	Remove stand-alone receptions; they are part of the dinner pool	AGREED
U#36	Art. 7	<u>Training Premium: \$1 - AGREED</u>	
	Article 12.12	Amend 12.12(d): Replace 128 with 120 throughout.	AGREED
	Vacation article	Add sentence: Years of service with Fairmont will be recognized for the purposes of vacation entitlement.	AGREED
E #12	33	Four (4) Years (July 17, 2017 – July 16, 2021)	AGREED
	Art. 17.1	Add sentence: Years of service with Fairmont will be recognized for the purposes of personal day entitlement.	AGREED
	Art. 18.1	<u>Bereavement Leave</u> : change from one year for eligibility to past probation	AGREED

	Art. 29.4(b)	<u>Tool/Knife</u> : Increase allowance to \$150/year	AGREED
		Bell – Reflect existing practices in CBA: <ul style="list-style-type: none"> - Shoe shine \$5 - Luggage room attendant rate: \$3.50/hr premium - Room drop rates: \$2 for inside the room and \$1.25 for outside the room (under the door, door hanger, etc.) Front Door: \$4.50/hr premium	AGREED
		Amend LOU #1 – \$1 midnight premium applicable to all	AGREED
	Art. 29.13	Change to parties of 6 or more	AGREED