

COLLECTIVE AGREEMENT

BETWEEN

FHR BANFF OPERATIONS CORPORATION
(FAIRMONT BANFF SPRINGS)

AND

UNIFOR LOCAL 4325

GOVERNING EMPLOYEES
WORKING IN THE HEAT, LIGHT AND POWER DEPARTMENT
AND THE REPAIRS AND MAINTENANCE DEPARTMENT

EXPIRING AUGUST 31ST, 2022

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ARTICLE 1 - INTENT AND PURPOSE

- 1.1 (1999) The general purpose of this Collective Agreement is to establish mutually satisfactory relations between the Company and the Union on behalf of the employees, and to secure the prompt and equitable disposition of grievances, and to maintain satisfactory working conditions as established in this present Collective Agreement, for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - SCOPE

- 2.1 (1993) The provisions of this Agreement shall apply to employees of The Fairmont Banff Springs occupying positions listed in Schedule "A" hereof and to employees who are assigned to positions similar in class or kind to those listed in Schedule "A" which might be created during the term of this Agreement.

ARTICLE 3 - DEFINITIONS

3.1 For the purpose of this Agreement:

- a) An "**employee**" means a person holding seniority under the terms of this Agreement.
- b) A "**position**" means a position coming within the Scope of this Agreement.
- c) An "**excepted position**" means a position which is excluded from the Scope of this Agreement.
- d) "**Ability**", "merit", "**fitness**", and "**qualifications**", as used throughout this Agreement shall be understood to mean ability to efficiently perform the duties of the position, and, where required, to deal with the public, the requisite appearance, temperament and aptitude.
- e) "**Temporary vacancy**" is a vacancy in a position which is created by the temporary absence from duty, or temporary assignment elsewhere of the regularly assigned employee.
- f) (2013) "**National Representative**" means a person designated by Unifor to represent employees covered by the scope of this collective agreement.
- g) (2013) The "**Union**" as hereinafter referred to shall mean Unifor Local 4325.
- h) (2005) The "**Company**" as hereinafter referred to shall mean FHR Banff Operations Corporation (The Fairmont Banff Springs).

ARTICLE 4 - DEDUCTION OF DUES

4.1 New employees

All employees covered by this Agreement who are members of the Union, shall remain so, and all new employees shall, as a condition of employment, become members within thirty (30) days of date of employment.

4.2 Deduction of dues

(1993) The Management shall deduct on the payroll of each pay period from wages due and payable to each regularly assigned employee coming within the Scope of this Agreement, an amount equivalent to the uniform union dues for the Union, subject to the conditions and exceptions set forth hereunder.

4.3 Amount deducted

(2005) The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union, signatory hereto, and shall not include such payment as initiation fees and special assessments except as specified in clause 4.8. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues in accordance with constitutional provisions. The provisions of this section shall be applicable on receipt by the Management of notice in writing from the Union of the amount of regular monthly dues.

4.4 Union membership

(1996) Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants of the Local Lodge. Membership shall not be denied for reasons of race, creed, national origin, colour, or religion, marital status, sexual orientation, disability or political affiliation.

4.5 Deductions

(1993) Deductions shall commence on the payroll for the first (1st) pay period after the date of first (1st) service in a position subject to this Agreement.

4.6 Insufficient wages

(1993) If the wages of an employee payable on the payroll for any pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee in such pay period. The Management shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.

4.7 Priority deductions

Payroll deductions now or hereafter required by law, deductions on monies due or owing the Management and pension deductions shall be made from wages prior to the deduction of dues.

4.8 Initiation fees

(1993) In compliance with the Provisions of Section 101 of the Province of Alberta Labour Act, the Management will honour a written request from an employee occupying a position coming within the Scope of the Agreement, on approved form to deduct from wages due him/her on any pay period, such initiation fees as specified therein.

4.9 Statement for Union

(1993) All sums deducted, together with a statement showing the names of the employees from whom deductions have been made and the amount deducted from each of them, shall be forwarded not later than the fifteenth (15th) day of the calendar month following for deductions made in the previous month to the Secretary-Treasurer of the Local Union or such other person or persons as may be designated by him/her.

4.10 Release of Company's liability

The Management shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Management shall adjust it directly with the employee. In the event of any mistake by the Management in the amount of its remittance, the Management shall adjust the amount in a subsequent remittance. The Management's liability for any and all amounts deducted pursuant to the provisions of this section, shall terminate at the time it remits the amounts payable to the designated Union officer.

4.11 Legal action

In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Management pursuant to the first paragraph of this section of this Agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Management from any losses, damages, costs, liability or expenses suffered or sustained by it as result of any such deduction or deductions from payrolls.

ARTICLE 5 - RESERVATION OF MANAGEMENT'S RIGHTS

5.1 Management's rights

Subject only to the restrictions contained in this Agreement, the Union acknowledges the exclusive right of the Hotel to manage the enterprise in which it is engaged and to direct its operations; to make all decisions pertaining thereto and to make all technological, operational and organizational changes it decides upon; and, without limiting the generality of the foregoing, the Hotel shall have the right to:

- a) Maintain order, discipline, and efficiency;
- b) Limit, suspend, or cease operations;
- c) Establish requirements of a job, labour standards, qualifications, safety, and efficiency, to classify and re-classify positions as well as to assign employees from one duty to another for short temporary periods not exceeding eight hours as required;
- d) Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

5.2 No discrimination

(1999) The Company agrees that in the exercising of its Company rights and in the administration of this agreement, it shall do so without discrimination.

ARTICLE 6 - RATES OF PAY

- 6.1 Subject to all the provisions of this Agreement, the rates of pay set out in Schedule "A" hereto shall apply during the term of this Agreement.

ARTICLE 7 - RELIEF WORK AND PRESERVATION OF RATES

7.1 Higher rated position

(1999) An employee temporarily assigned to a higher rated position for three (3) hours or more and fulfilling all the duties and responsibilities of such position, shall receive the higher rate for the full day. Should the temporary assignment be less than three (3) hours, he/she shall receive the rate of his/her regularly assigned position. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment to a higher rated position.

7.2 Lower rated position

An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

7.3 New positions

The rates of pay for new positions shall, subject to mutual agreement, be in conformity with rates of pay for positions of similar kind or class.

ARTICLE 8 - TRAINING FOR PROMOTION

8.1 Training for promotion

Employees shall be encouraged to learn the duties of positions other than their own within the Hotel. For this purpose, opportunity shall be afforded in their own time and during their regular working hours, provided that such arrangement does not interfere with the performance of their regularly assigned duties. The proper Hotel officer may also for this purpose, make arrangements with employees to exchange positions for temporary periods without effect upon the rates of pay of the employees concerned.

8.2 Training during or after scheduled working hours

(1999) An employee required by the Company to take training during their scheduled working hours will be paid their regular rate of pay while in training.

Employees required by the Company to take training outside of their scheduled working hours will be compensated as follows:

- a) during a regular working day up to ten (10) continuous hours at their regular rate of pay.
- b) after ten (10) continuous hours in a regular working day at time and one-half times their regular rate of pay.
- c) on a scheduled day off all hours in training or attending meetings shall be at one and one-half times their regular rate of pay.

8.3 Voluntary basis

(1999) Where training is provided by the Company on a voluntary basis, an employee taking advantage of such opportunities will not be compensated.

ARTICLE 9 - STATUTORY HOLIDAYS

9.1 Holidays

(1993) Subject to the provisions of clause 9.2 below, an employee who has completed not less than thirty (30) days cumulative service within a twelve (12) month period since the last date of employment, shall receive at his/her hourly rate for the number of hours constituting his/her regular assignment, with a maximum of eight (8) hours, for each of the following holidays:

New Year's Day	Good Friday	Easter Monday
Alberta Family Day	Victoria Day	Canada Day
1st Monday in August	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

9.2 Eligibility

(1996) To be eligible for statutory holiday pay referred to in clause 9.1 above, an employee must render compensated service in the last scheduled work day of his/her work week immediately preceding and on the first scheduled work day of his/her work week immediately following the holiday, provided, however, that:

- a) An employee absent on account of vacation with pay, shall be considered as having rendered compensated service on each day of vacation with pay for the purpose of qualifying for holiday pay.
- b) An employee on authorized leave of absence on either his/her work day immediately preceding or his/her work day immediately following a holiday, but not both, who renders compensated service on the other work day either immediately preceding or following the holiday, shall be considered eligible for pay for the holiday if otherwise qualified.
- c) An employee who renders compensated service on his/her work day immediately preceding a holiday and is prevented by an injury, other than one entitling him/her to receive Worker's Compensation payment, from working on his/her work day immediately following the holiday shall be considered eligible for pay for the holiday if otherwise qualified.

9.3 Payment

- a) (2005) An employee, excluding employees who are scheduled to work a compressed work week, who is required to work on a holiday for which he/she is qualified for holiday pay in accordance with clauses 9.1 and 9.2 above, will be paid at the rate of time and one half for all hours worked on the holiday, and will be granted one (1) day off in lieu thereof with pay at his/her hourly rate for the number of hours constituting his/her regular assignment to a maximum of eight (8) hours within either the thirty (30) days preceding or the ninety (90) days following the holiday and, as far as practicable, such day off will be consecutive with a regularly assigned day off.

- b) (2005) For those employees who are scheduled to work on a compressed work week and who are required to work on a holiday for which he/she is qualified for holiday pay in accordance with clauses 9.1 and 9.2 above, will be paid at the rate of time and one half for the ten (10) hours scheduled and worked on the holiday, and will be granted one (1) day off in lieu thereof with pay at his/her hourly rate for eight (8) hours within either the thirty (30) days preceding or the ninety (90) days following the holiday and, as far as practicable, such day off will be consecutive with a regularly assigned day off.

9.4 Failing the granting of time off in lieu

Failing the granting of time off in lieu of holidays worked in accordance with the provisions of clause 9.3, an employee will be paid for the work he/she was required to perform within regularly assigned hours at his/her hourly rate.

9.5 Employee not qualified for holiday pay

An employee required to work on any of the holidays specified in clause 9.1 and for which he/she is not qualified for holiday pay according to the provisions of clauses 9.1 and 9.2 shall be paid for the actual time worked on the minute basis at the rate of one and one-half times his/her hourly rate with a minimum of two (2) hours and forty (40) minutes for which two (2) hours and forty (40) minutes service may be required.

9.6 Work performed from midnight to midnight

Work performed on an assignment commencing at any time from midnight to midnight on the holidays specified above shall be considered as work performed on a holiday.

9.7 High holy day

(1999) In order to accommodate a justifiable high holy day in accordance with personal religious beliefs, and without causing undue interference to the operation, a non-Christian employee who is eligible and qualifies as per the provisions of this Article may apply to receive a regular paid day-off in lieu of payment of the General Holiday's (Christmas Day) pay as per the provisions of Article 9.

Such request must be made in writing to the department head at least three (3) weeks prior to the date honouring the Statutory Holiday listed in article 9.1.

It is understood and agreed that the above shall not be construed as adding further entitlements to those outlined in article 9.1.

ARTICLE 10 - VACATIONS

10.1 Less than three (3) years

(1988) An employee who, at the beginning of the calendar year, has less than three (3) years continuous employment relationship with the Company will be allowed one day's vacation with pay, during such year for each twenty-five (25) days of actual work during the preceding year with a maximum of ten (10) working days until qualifying for further vacation under clause 10.2.

10.2 At least three (3) years

An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship with the Company for at least three (3) years shall be allowed one day's vacation with pay, during such year for each sixteen and two-third (16 2/3) days of actual work during the preceding year, with a maximum of fifteen (15) working days until qualifying for further vacation under clause 10.3.

10.3 At least nine (9) years

An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship with the Company for at least nine (9) years, shall be allowed one day's vacation with pay, during such year for each twelve and one half (12 ½) days of actual work during the preceding year, with a maximum of twenty (20) working days until qualifying for further vacation under clause 10.4.

10.4 At least twenty (20) years

An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship with the Company for at least twenty (20) years, shall be allowed one day's vacation with pay during such year for each ten and one half (10 ½) days of actual work during the preceding year, with a maximum of twenty-five (25) working days, until qualifying for further vacation under clause 10.5.

10.5 At least thirty (30) years

An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship with the Company for at least thirty (30) years, shall be allowed one day's vacation with pay during such year for each 8 ½ days of actual work or major portion thereof during the preceding year with a maximum of 30 working days.

10.6 Calculation of vacation

(2019) Time off duty on account of bona fide illness, union leave, injury, jury duty, call to court as a witness, education specific to an engineering apprenticeship, or to attend committee meetings, not exceeding a total of fifty (50) days in any calendar year, **also the days off without deduction in pay**, shall be deemed to be days of actual work for vacation purposes.

10.7 Rate of pay

An employee will be compensated for vacation at the rate of pay he/she would have earned had he/she been working during the vacation period.

10.8 Termination of employment

An employee retired, deceased or whose employment is otherwise terminated, at a time when an unused period of vacation with pay stands to his/her credit, shall be allowed vacation calculated to the date of his/her leaving the service, as provided for under clauses 10.1, 10.2, 10.3, 10.4 and 10.5, and if not granted, will be allowed pay in lieu thereof.

10.9 Lay off

An employee who is laid off shall be paid for any vacation due him/her at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year.

10.10 Re-employment

(1993) A person who:

- a) leaves the service of his/her own accord, or
- b) is dismissed for cause and not re-instated with his/her former seniority within one (1) year of the date of such dismissal,

shall, if subsequently re-employed, be considered a new employee and be required to qualify for vacation with pay on the basis of his/her service from the date of his/her re-employment.

10.11 Termination prior to the expiration of thirty (30) days

An employee, whose employment is terminated prior to the expiration of thirty (30) days from the date of commencement of employment, will not qualify for an annual vacation or payment in lieu thereof under the terms of this Article.

10.12 Applications for vacation

Applications for vacation filed prior to January 1st of each year, shall insofar as it is practicable to do so, be given preference in order of seniority of the applicants. Applicants prior to January 1st, will be given preference over later applicants.

10.13 Vacations during the summer months

As far as it is practicable to do so, vacations shall be allowed during the summer months when desired by the employees.

10.14 Compensation in lieu

(2016) If the Company finds it impossible to grant any portion of vacation exceeding Alberta Employment Standards during the year, said vacation may be compensated in lieu thereof at the end of the current year or, provided that the employee has requested in writing to the Director, Talent & Culture and approved by same, may have the option of carrying forward one vacation period to the following year, to be used no later than March 31st.

Furthermore and notwithstanding the provisions of clause 10.7, it is understood that the rate of pay for said carried over vacation, shall be paid at the same rate of pay applicable to that in the year of entitlement.

10.15 Report for duty before the expiration of vacation period

(1993) In cases of emergency, where an employee is required to report for duty before the expiration of his/her vacation period, mutual arrangements shall be made to allow such employee to take the balance of his/her vacation at the earliest possible date.

10.16 Replacement during vacation

The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional expense to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher rated position, be paid the scheduled rate applicable to such position.

ARTICLE 11 - HEALTH AND WELFARE

11.1 Eligibility and provisions

(1999) In all cases of insured benefits, the Company is required only to pay the appropriate portion of premium as stated in all following clauses of this Article. All benefits shall be regulated and administered as set forth by the insurance carrier.

(2002) Said policy shall provide benefits coverage for full-time eligible employees in accordance with and as described in the booklet, "The Fairmont Hotels Employee Benefit Plan" for Unionized Employees of The Fairmont Banff Springs for the following:

Said Plan shall have the following eligibility periods:

- (a) Provincial Medical Plan = three (3) consecutive months.
- (b) Life Insurance & A.D.D. = three (3) consecutive months.
- (c) Weekly Indemnity = three (3) consecutive months.
- (d) Dental Benefits = twelve (12) consecutive months.
- (e) Extended Health Care = three (3) consecutive months.
- (f) Vision Care = three (3) consecutive months.
- (g) Global Medical Assistance = three (3) consecutive months. (2009)

Once an employee has become eligible for any of the benefits stated herein, said benefits shall become effective the first (1st) day of the month following.

Provincial medical coverage as provided for under the Alberta Health Care Insurance Commission.

(2009) Life Insurance:

- Life Insurance coverage shall be at \$60,000.

Life Insurance at retirement: Effective September 1st, 1999, Life Insurance coverage shall be at \$5,000.

(2009) Accidental Death & Dismemberment:

- A.D. & D. shall be at \$60,000.

(2015) Weekly Indemnity: 70% of your regular weekly earnings, for up to 26 weeks (formula 1/1/4, 15/15/11). The weekly indemnity payment shall be capped at four hundred and eighty five dollars (\$485.00)

Dental Benefits: 100% routine - 50% major - to an annual maximum benefit of \$1,400 per person. The deductible shall be \$25.00 single or family in each calendar year.

- Orthodontics for children maximum \$1,000 life time.

Supplementary Medical Benefits: said benefit shall provide for hearing aid coverage to a maximum of \$500.00 every 4 years.

- (2016) Para-medical amount increases to \$1,200 per year as of September 1st, 2016.
- Deductible \$25.00 for single or family in each calendar year.

- (2013) Dental reimbursement is at current year reimbursement levels.

Vision Care: coverage shall be at \$350.00/every 24 months per employee and/or dependant covered under the plan, no deductible.

- Laser eye surgery is an eligible coverage

- (2016) Eye Exams: to be covered at \$75.00 per visit once every twelve (12) months as of September 1, 2016.

11.2 Premiums

(1999) The Company shall contribute towards the payment of the monthly premium, but not the applicable taxes, to eligible full-time employees as follows:

- | | | |
|------------------------------------|---|--------------------------------|
| - Provincial Medical Plan | = | 100% of total monthly premium; |
| - Life Insurance | = | 100% of total monthly premium; |
| - Accidental Death & Dismemberment | = | 100% of total monthly premium; |
| - Weekly indemnity | = | 100% of total monthly premium; |
| - Supplementary medical benefits | = | 100% of total monthly premium; |
| - Dental benefits | = | 100% of total monthly premium; |
| - Vision Care | = | 100% of total monthly premium; |
| - Global Medical Assistance | = | 100% of total monthly premium. |

11.3 Family coverage

(1999) There shall be no discrimination based on sexual orientation in the case of Family coverage as specified in the "Fairmont Hotels' Employee Benefit Plan for Unionized Employees of The Fairmont Banff Springs".

An employee availing himself/herself of this provision shall provide proof that he/she has been living as common-law for a minimum of one (1) year with the other person, and shall be responsible for payment of any and all associated taxation requirements

11.4 Sick days

(2019) An employee qualified for the Weekly Indemnity Benefit, as established under the "Benefit Plan for Unionized Employees of the Banff Springs Hotel", will receive once per calendar year from the Company the equivalent of three (3) days' wages to compensate for loss of time during the specified three (3) day waiting period. Such days will be paid upon presentation of a doctor's note as per the benefit plan requirements. In addition, an employee will be entitled to three (3) personal days per employee per calendar year to be used for medical reasons.

11.5 Medical certificate

(1999) An employee will not be required to provide a medical certificate for a one (1) day absence. In doubtful cases the employer reserves the right to request a doctor's certificate or to appoint another doctor, different from the one providing the certificate, in order to establish the facts in the case at hand.

11.6 Changes in benefits

(1999) It is agreed and understood by the parties signatory to this Agreement that the present coverage provided in the booklet, "The Fairmont Hotels Employee Benefit Plan Employee Benefit Plan" for Unionized Employees of The Fairmont Banff Springs, may only be altered or amended by mutual agreement of both parties.

11.7 Employee on Weekly Indemnity or Workers Compensation

(2009) An employee who is in receipt of either Weekly Indemnity or Workers Compensation benefits will have his/her Health and Benefit plan maintained for a period of up to six (6) calendar months following the commencement of his/her disability period. The payment of the monthly premiums will not be modified during said period. Following the six (6) month period the employee may have his/her Health and Benefit Plan maintained for an additional eighteen (18) months, providing the employee assumes the full cost of the premiums and pays the total premiums in advance or on a monthly basis.

11.8 Leave of absence or Lay off

- a) (2009) An eligible employee having completed one (1) year of service or more with the company and who is on approved Leave of Absence, may have his/her Health and Benefit Plan maintained for a period of up to six (6) months providing the employee assumes the full cost of the premiums and pays the total premiums in advance or on a monthly basis.
- b) (2009) An eligible employee having completed one (1) year of service or more with the company and who is laid-off, may have his/her Health and Benefit Plan maintained for a period of up to twelve (12) months providing the employee assumes the full cost of the premiums and pays the total premiums in advance or on a monthly basis.

ARTICLE 12 - BEREAVEMENT LEAVE

12.1 Five (5) working days without loss of wages

(2002) After having completed his/her probationary period, an employee shall be entitled during each subsequent year of service to a leave of absence up to a maximum of five (5) working days without loss of wages in the event of a death of a spouse (* including common-law and same sex), child, step-child, employee's or spouse mother and father such leave to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirements that would have reasonably necessitated time off duty.

* Meaning the status of living with a person of the same or opposite sex in a conjugal relationship outside of marriage throughout the immediate preceding twelve months.

12.2 Three (3) working days without loss of wages

(2019) After having completed six (6) months compensated service, an employee shall be entitled during each subsequent year of service to a leave of absence up to a maximum of three (3) working days without loss of wages in the event of a death of brother or sister, grandparent and grandchild such leave to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirements that would have reasonably necessitated time off duty. Should the funeral take place outside of Alberta, a maximum of five (5) working days will apply.

12.3 Additional leave of absence

Upon request from an eligible employee, the Company may, at its discretion, grant additional leave of absence without pay in accordance with the provisions of article 13.1.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 Request

(1999) The Hotel Management may, at its discretion, grant to employees up to three (3) month's leave of absence. Provided such leave of absence was requested in writing to the Department Head and granted in writing by same.

13.2 Extension

(1993) Leave of absence may be extended in writing by the Director, Talent & Culture upon application in writing from the employee provided such application is made in ample time to permit extension before the expiration of leave of absence.

13.3 For medical reasons

(1999) Leaves of absence requests for medical reasons shall be granted for up to three (3) months and must be accompanied by a detailed physician's note indicating an approximate return to work date, if known.

13.4 Certified proof of illness

(1999) Certified proof of illness or other bona fide reason preventing return to work prior to the expiration of a leave of absence shall excuse an employee's failure to return at that time. Said certified proof of illness or other bona fide reason shall be supplied to the Director, Talent & Culture prior to the expiry date of such leave of absence unless the employee is physically incapacitated to do so, but in any event no later than upon immediate return. In the event of failure to comply with the above, the employee will be considered resigned.

13.5 Compassionate Care Leave of Absence

(2005) An employee may requests a "Compassionate Care Leave of Absence" of up to eight (8) weeks, commensurate and in accordance with Federal Employment Insurance provisions. If said leave of absence is granted, the employee shall be provided with an ROE for this purpose. Furthermore, said Compassionate Care Leave of Absence shall take precedent over any other LOA or an extension of a LOA covering the same period.

An employee already on an approved LOA, shall not be required to end his/her LOA to accommodate an employee request for a Compassionate Care Leave of Absence.

13.6 General meetings of the Union

(2005) Upon proper request and if the requirements of the service permit an employee attending general meetings of the Union shall be granted leave of absence without pay for that purpose.

13.7 Representative of the employees

(2005) An employee elected or appointed as Salaried Representative of the employees covered by this Agreement or appointed as a National Representative for the National Union if requested thirty (30) calendar days in advance and in writing to the General Manager shall be granted a leave of absence for as long as he/she continues to hold said position elected and/or appointed and will continue to accrue seniority within the bargaining unit.

13.8 Return from leave of absence

(2005) Upon return from leave of absence, an employee shall resume his/her former position or may exercise his/her seniority rights as provided for in clause 20.9.

13.9 (2005) Paid Education Leave

The Fairmont Banff Springs has agreed to pay into a special fund, effective September 1st, 1999, two cents (\$0.02) per hour worked per employee represented by the UNIFOR for the purpose of providing Paid Education Leave. Said monies will be paid by the Company on a quarterly basis and within thirty (30) calendar days following the end of each quarter, into a trust fund established by the Unifor for this purpose, and will be made payable and remitted to the following:

Unifor Paid Education Leave Training Fund
c/o Unifor - Canada
205 Placer Court
Willowdale, Ontario M2H 3H9

Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between The Fairmont Banff Springs and Unifor, Local 4325, and subject to the operational requirements of the service.

A leave of absence without pay will be granted to one (1) member, at a time, of the bargaining unit selected by the Union to attend an educational program offered by the Unifor at the Unifor Family Education Centre in Port Elgin, Ontario.

(2002) Such leave shall be requested by the National Representative in writing to the Director of Talent & Culture, providing at least thirty (30) days advance notice. Such request, upon approval, will be granted in writing for up to twenty (20) days class time (plus travel time as necessary).

It is understood that an employee on said unpaid leave of absence is also subject to the existing Collective Agreement provisions as it concerns the continued accumulation of seniority and/or entitlement to health benefits as applicable.

Furthermore, it is understood and agreed by both parties that the Company's contribution as outlined above shall be part of the Company's payroll costing.

ARTICLE 14 - HOURS OF SERVICE

14.1 Regular working week

Except as otherwise provided, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work; and forty (40) hours shall constitute a week's work.

14.2 Completion of assignment

A regularly assigned employee who reports on time for duty on his/her regular assignment, shall be permitted to complete his/her assignment unless he/she has permission to lay off at his/her own request.

14.3 Payment for actual time worked

An employee laying off in accordance with clause 14.2 shall be paid at his/her hourly rate for the actual time worked during his/her regular assignment on the day of his/her laying off.

14.4 Meal period

When a meal period is allowed on an assignment, it shall not be less than thirty (30) minutes nor shall it be more than one hour unless mutually arranged.

14.5 Meal period between ten p.m. and six a.m.

An employee shall not be assigned a meal period between the hours of ten (10) p.m. and six (6) a.m.

14.6 Work during meal period

If, in an emergency, an employee is required to work through his/her meal period, such time shall be paid for at his/her hourly rate and twenty (20) minutes in which to eat, without deduction in pay, shall be afforded at the first opportunity.

14.7 Meal period without deduction of pay

An employee may be assigned to work eight (8) consecutive hours and allowed twenty (20) minutes in which to eat without deduction of pay.

14.8 Regular assignment

A regular assignment shall have a fixed starting time and the regular starting time shall not be changed without at least forty-eight (48) hours' notice to the employee affected. The starting time of an employee shall be the same as far as possible on all days of the week.

14.9 Alternate shifts

Where there are positions of the same occupational classification which require employees to work on different assigned hours in a day, it will be permissible, where desired by employees and approved by the Hotel Manager, to work alternate shifts, changing from one shift to the other once each week.

14.10 Part-time employee

A part-time employee, who is called in to work, shall be paid at the hourly rate with a minimum of three (3) hours each time required to commence work. The meal period provided for in clause 14.4 shall not be considered a break. Compensation paid in accordance with this clause shall not be less than the requirements of the appropriate Province of Alberta Minimum Wage Order.

14.11 Night shift premium

(2019) An employee working regular hours on or after 2200 hours, shall receive a premium of one dollar fifty cents (\$1.50) per hour for all hours worked following 2200 hours until the completion of the shift.

14.12 Compressed work week/Hours of Work Averaging Agreement

(2019) Following a mutual and/or a local agreement as provided under article 30.8, a compressed work week/Hours of Work Averaging Agreement may be established by the Company for a group of positions within a classification or for a particular position within a classification.

ARTICLE 15 - LAY-OFF AND RECALL

15.1 Lay off

(1999) In reducing the work force, employees shall be laid off within their respective classification in reverse order of seniority. Regardless, all probationary employees shall be laid off first. Whenever possible, at least forty-eight (48) hours' notice of lay-off will be given to permanent employees.

15.2 Time limit to exercise seniority

(1999) A laid off regular full-time employee must exercise his/her seniority within two (2) working days if he/she wishes to displace an employee with less seniority in any other classification provided he/she has the qualifications to perform the work.

15.3 Exercise of seniority

(1999) An employee who does not exercise his/her seniority as per article 15.2 will be considered to be on lay-off as per the provisions of Article 15.

15.4 Employee on vacation or leave of absence

(1999) When an employee is on vacation or leave of absence on the date of his/her displacement, the time limits in article 15.2 will apply from the date of his/her return to work.

15.5 Recall

(1999) To be eligible for recall, a laid-off employee must register his/her name and address and telephone number, in writing, at time of lay-off with the Talent & Culture office. The employee must keep the Company informed in writing of any changes that may occur in his/her address or telephone number. A copy of this shall be provided to the Union Chairperson by the Company.

15.6 Qualifications for recall

(1999) Laid-off regular full-time employees, who have the qualifications to perform the work, shall be recalled to service in order of their seniority. An employee recalled into a position other than the one in which he/she was laid-off, shall be deemed recalled into his/her laid-off position when said position becomes available.

15.7 Notification of recall

(1999) An employee, recalled from lay-off, shall be notified by courier, or by telephone contact to the last known address or telephone numbers on record with the Company. A copy of the recall notice shall be given to the Union Chairperson.

15.8 Failing to return

(1999) When a laid off employee fails to advise the Company of his/her intentions to return to work within five (5) calendar days of receipt of recall notice, or fails to give satisfactory reasons for not returning to work within seven (7) calendar days of receiving a return to work notice, unless due to a bona fide illness and/or victim of an accident, he/she shall forfeit his/her seniority rights and his/her employment shall be deemed terminated. An extension to the time limits may be granted upon mutual agreement of the Company and the employee.

15.9 Employee employed elsewhere

(1999) A laid off employee who is employed elsewhere at the time he/she is notified to report for duty may without loss of seniority, refuse the recall provided:

1. That it is definitely known that the duration of the work will not exceed ninety (90) days, and
2. That other qualified laid-off employees are available, and
3. If the provisions of 1 and 2 are met, the employee must submit written notice to the Talent & Culture office that he/she is declining the recall.

15.10 Technological change

(1999) An employee whose position is abolished as a result of a technological change may exercise his/her seniority to displace an employee with less seniority provided he/she has sufficient fitness, ability and qualifications to perform the work. If such an employee is unable to exercise his/her seniority he/she may sever his/her service with the Company, in which event he/she will be paid notice as per the provisions of the Alberta Employment Standards Code, calculated at the hourly rate he/she was receiving at the time his/her position was abolished.

ARTICLE 16 - OVERTIME AND CALLS

16.1 Rate of pay

Except as otherwise provided by this Agreement, authorized time worked by an employee on regular assignment in excess of and continuous with before or after the normal daily hours of his/her assignment shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-half times his/her hourly rate.

16.2 Exception in payment of overtime

Time worked in excess of the regularly assigned hours shall be paid for at the hourly rate when such excess time is due to:

- a) The application of seniority provisions; or
- b) Changing shifts; provided that such changing shifts are arranged by mutual agreement.

16.3 Authorized overtime

Only overtime authorized by the proper authority shall be worked, except in an emergency where advance authority is not obtainable. Overtime worked in an emergency where advance authority is not obtainable, shall not be allowed unless claim is made within forty-eight hours (48) of the performance of such overtime.

16.4 Suspend work during regular hours

An employee shall not be required to suspend work during regular hours to absorb overtime.

16.5 Assignment of overtime

A regularly assigned employee who is notified or called to perform work not continuous with, before or after, his/her regularly assigned hours, shall be allowed:

- a) A minimum of four (4) hours at one and one-half times his/her hourly rate of four (4) hours' work or less and, if held on duty in excess of four (4) hours, compensation on the minute basis at one and one-half times his/her hourly rate;

or

- b) Compensation as if on continuous duty, if conditions justify.

16.6 Cancellation advice

The provisions of article 16.5 do not apply to an employee who before leaving home is advised of the cancellation of his/her notification or call.

ARTICLE 17 - ASSIGNED DAYS OFF DUTY

17.1 Assigned days off duty

(1999) Except as otherwise provided, a regularly assigned employee shall be assigned two (2) regular consecutive days off duty each week.

17.2 Re-assignment

Days of service may, on forty-eight (48) hours' notice, be re-assigned when necessary.

17.3 Payment

(2009) An employee required to work on assigned days off duty, shall be paid on the minute basis rounded to the closest fifteen (15) minutes at one and one-half times his/her hourly rate with a minimum of four (4) hours for which four (4) hours' service may be required.

ARTICLE 18 - SENIORITY

18.1 Accumulation of seniority

Subject to clause 19.1, an employee shall accumulate seniority from the date of his/her last entry into service in a position covered by this Agreement.

18.2 Posting of seniority list

1996) A seniority list shall be posted in January of each year, in a place accessible to those affected. Such list shall show for each employee, name, position, and date from which seniority is accumulated. Copies of each list will be furnished to the Union.

18.3 Time limit for changes

No change shall be made in the seniority accredited an employee unless protest in writing is made by an employee or his/her representative within sixty (60) days after the date of the posting of the seniority lists.

18.4 Time limit for changes

(1996) No change shall be made in the seniority date accredited an employee which has appeared on two (2) consecutive annual seniority lists unless the seniority date appearing on such lists was presented in writing within the sixty (60) day period allowed for correctional purposes except by mutual agreement between the Hotel Manager and the National representative. When the seniority status of an employee is so corrected, the corrected status shall be final.

18.5 Release from an excepted position

(1996) When an employee in an excepted position, is released through his/her position being discontinued, he/she may within thirty (30) days, but not thereafter, exercise his/her seniority rights to any position which he/she is qualified to fill.

18.6 (1993) Appointment to an excepted position

- a) The names and seniority standings of employees who have been appointed from Schedule "A" positions to an excepted position shall be retained on the Seniority List for a period of six (6) months.
- b) When employees who have not forfeited their seniority under clause 18.6 (a) are released from an excepted position, except at their own request or for disciplinary reasons, shall within five (5) calendar days after release exercise their seniority rights to any position within their former seniority Group for which they are qualified.

ARTICLE 19 - LOSS OF SENIORITY

19.1 Reinstatement with former seniority

(2005) Following the application of articles 19.7 and 19.8, an employee may be reinstated with his/her former seniority only by agreement between the Company and the National Representative.

19.2 Displacement or Abolishment of position

A displaced employee, or one whose position is abolished, who after making his/her choice, fails to commence work within thirty (30) days in accordance with the provisions of article 22.2, shall forfeit his/her seniority and his/her name shall be removed from the seniority list.

19.3 Failing to report for duty after notification

A laid-off employee who fails to report for duty after being notified in accordance with Article 15 shall be removed from the seniority list and his/her employment shall be deemed terminated.

19.4 Expiration of a leave of absence

Subject to the provisions of Article 13, an employee who fails to report for duty on or before the expiration of a leave of absence shall lose his/her seniority.

19.5 Employee in an excepted position

(1993) When an employee in an excepted position is released and fails to exercise his/her seniority in accordance with the provisions of clause 18.6, he/she shall forfeit his/her seniority and his/her name shall be removed from the seniority list.

19.6 Time limit for a recall

A laid-off employee who is not recalled to duty for a period equivalent to the length of his/her employment with the bargaining unit, but not to exceed twelve (12) months, loses his/her seniority and shall be removed from the seniority list and his/her employment shall be deemed terminated.

19.7 Resignation

(2002) An employee who voluntarily resigns from the Company shall have his/her name removed from the seniority list and his/her employment with the Company shall be terminated forthwith.

19.8 Retirement

(2002) An employee who retires with or without a pension shall have his/her name removed from the seniority list and his/her employment with the Company shall be terminated forthwith.

ARTICLE 20 - POSTING OF POSITIONS

20.1 Appointments

(1993) Appointments under the provisions of this Article shall be made by the Department Head based on ability, merit, and seniority. Ability and merit being sufficient, seniority shall prevail. Applicant employees having greater seniority than the employee appointed, may lodge grievance according to the provisions of Article 25, within seven (7) days from the date of appointment.

20.2 Vacancies to be posted

(1993) The following vacancies that the Employer intends to fill shall be posted:

- a) Vacancies of thirty (30) days or more duration in established or new positions.
- b) (96) Temporary positions of thirty (30) days or more duration. Any such vacancies will be promptly posted. Each posting shall be posted for a period of five (5) days. A copy of each posting, names of applicants and names of successful applicants shall be furnished to the Local Chairperson.

20.3 Posting

Each posting shall show:

- a) Title of position
- b) Rate of Pay
- c) Hours of Service (*)
- d) Assigned days off (*)
- e) Nature of duties
- f) If temporary, approximate duration.

(*) Notwithstanding the provisions of articles 14.8 & 17.1, shall only be shown on a posting when known. Prior to implementing said position, the Local Chairperson will be advised. (96)

20.4 Application

(2016) Employees desiring such position shall, within the five (5) day period specified in clause 20.2, make application for the posted vacancy.

20.5 Appointment

If there is a successful applicant, appointment will be made within three (3) days following the period during which application may be made.

20.6 Pending appointment

(1993) Pending appointment, the senior qualified employee available desiring the posted position shall be appointed to the position.

20.7 Application to more than one position

(1993) When more than one position is posted at the same time, an employee shall have the right to make application for any or all of them, stating his/her preference.

20.8 Expiration of a temporary assignment

(1993) Upon expiration of a temporary assignment, an employee so assigned shall be returned to his/her regular assigned position.

20.9 Return from a leave of absence or vacation

(1993) An employee returning to his/her former position from leave of absence or vacation, may, within five (5) days, exercise his/her seniority rights to any position posted during his/her leave of absence or vacation. Employees thus displaced, may exercise seniority to any position they are qualified to fill.

20.10 Return from a seasonal or temporary position

(1993) An employee returning to his/her former position from a seasonal or temporary position at any other Hotel of the Company in accordance with the provisions of articles 18.5 and 19.6, may within ten (10) days after his/her return, exercise his/her seniority rights to any position posted during his/her absence.

20.11 Trial period

(1993) An employee who is assigned by a posting to a position, shall be given reasonable time in which to qualify the length of time (not exceeding thirty (30) days) depending upon the character of the work. An employee failing to qualify will be returned to his/her former position without loss of seniority.

20.12 Position declared vacant

(1993) A position shall be declared vacant and posted when:

- a) The regularly assigned starting time is changed two (2) hours or more, except as provided in note hereto:

NOTE: When it is necessary to change the hours of assignment two (2) hours or more for short, temporary periods not exceeding ten (10) working days due to an employee of the Maintenance Department being required to perform duties which cannot be conducted during regular working hours in public rooms and/or areas, the employee affected shall be given thirty-six (36) hours' notice, and the position need not be posted. Such temporary period, of ten (10) working days, may be extended by mutual agreement. If the required thirty-six (36) hours' notice is not given, the employee affected shall be paid one and one-half times his/her hourly rate for the first shift of his/her next assignment and his/her hourly rate thereafter until the completion of the assignment.

- b) The rate is changed.

20.13 Vacancies in excepted position

(1993) Applications from employees for assignment to vacancies in the excepted position, shall be given due consideration by the Hotel Management.

20.14 Temporary vacancy of less than thirty (30) days

(1993) A temporary vacancy of less than thirty (30) days' duration that the Employer intends to fill or a temporary new position of less than thirty (30) days' duration, shall be filled by the senior qualified employee who makes application for it within five (5) days of its creation; provided, however, that seniority rights may only be exercised by a regularly assigned employee with respect to a temporary vacancy when;

- a) An increase in rate is involved,
- b) Such vacancy is for more than five (5) days,
- c) When days off are changed.

ARTICLE 21 - PROBATIONARY EMPLOYEES AND STARTING RATES

21.1 Probation period

(1993) An employee having less than three (3) months' cumulative service, will be considered as on probation, and if found unsuitable maybe retained in the service of the Hotel or be terminated at the Employer's discretion.

21.2 Starting rate

(1999) At the discretion of the Company a starting rate for all newly hired employees shall be five percent (5%) less than the applicable classification wage rate contained in Schedule "A" for the first three (3) months of employment. This provision does not apply to employees hired under the apprenticeship program.

Following the above period, employees will receive the applicable classification wage rate contained in Schedule "A".

ARTICLE 22 - ABOLISHED POSITIONS AND DISPLACEMENT

22.1 Abolished position or displacement

A displaced employee or one whose position is abolished, shall exercise his/her seniority to displace an employee with less seniority provided he/she has sufficient fitness and ability to perform the work.

22.2 Time limit

An employee when exercising his/her seniority as provided for in clause 22.1, shall make his/her choice in writing within five (5) days of the abolishment of his/her position or his/her displacement, and must commence work in his/her new position within thirty (30) days of the abolishment of his/her position or his/her displacement date, unless prevented by absence due to bona fide illness or other cause for which leave of absence has been granted.

ARTICLE 23 - REHABILITATION

23.1 Rehabilitation program

(1999) The rehabilitation program is a temporary program in which employees may be placed, should they become temporarily incapacitated to fulfill the requirements of their position. The program allows employees to recuperate in order to be re-instated into their position.

23.2 Return to work programs

(1999) In the application of this article the provisions contained in The Fairmont Hotels policies and procedures on “Return to work Programs” shall apply.

23.3 Protection of privacy

(1999) All known particulars of each case, subject to this article shall be shared by the Company and the Union.

23.4 Displacement

(1999) An employee who has become incapacitated to fulfill the requirements of his/her position, may be placed in a position covered by this agreement which he/she is qualified to fill.

23.5 Preference of shift

(1999) In dealing with incapacitated employees, seniority shall govern in respect to preference of shift.

23.6 Return to former position

(1999) An employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as he/she remains in such position. Should he/she subsequently recuperate he/she shall be subject to displacement, in which case he/she shall return to his/her former position with no loss of seniority.

23.7 Monthly medical reports

(1999) Employees who have been placed under this program may be required to furnish monthly medical reports to the Talent & Culture office indicating the status of the medical condition. Failing which, they shall then be deemed to have recuperated and shall no longer be able to avail themselves of the program.

23.8 Application to posted positions

(1999) An employee on the program will not be allowed to apply to posted positions unless each application is accompanied by a current doctors report indicating the employee is physically and / or mentally fit to fulfill the requirements of the position. If awarded the position the employee will be removed forthwith from the program.

23.9 Light or modified duties

(1999) Employees on WCB or, on Weekly Indemnity may be assigned to other suitable duties, when approved by the WCB and / or the employee's physician, and subject to the limitations of their disability, in any other classification under this agreement.

The following criteria will govern the assignment of "light" and/or "modified" duties in all W.C.B. and Weekly Indemnity cases:

- (a) The Company will not contact the employee's physician nor arrange appointments without the consent of the employee.
- (b) If the Company desires to schedule a meeting with an employee not currently working due to a work related injury, the employee will be entitled to have union representation during said meeting.
- (c) The "light" and/or "modified" duties assigned will be gainful and productive employment, and will be intended to serve a rehabilitative role in helping the employee to return to his/her full employment.

No regular employee will be displaced or laid off as a result of applying this Article.

When this Article is applied, the Local Chairperson will be notified in writing.

ARTICLE 24 - SUSPENSION AND DISCHARGE

24.1 Investigation of charges

(1999) An employee shall not be suspended or discharged until the charges against him/her have been investigated. An employee shall not be disciplined or discharged except for just cause.

24.2 Investigation period

An employee may be held out of service for investigation for a period not exceeding three (3) days.

24.3 Time limits

(2005) An employee suspended or discharged shall have a fair and impartial hearing within five (5) days of the date of advice of suspension or discharge. The employee and a union representative, will be given a complete outline on all charges and known evidence, respecting any request for confidentiality by any party involved, at least twenty-four (24) hours prior to the hearing. The Director, Talent & Culture or his/her appointed designate shall render its decision in writing within seven (7) days of such hearing. Any resulting disciplinary action will take effect immediately.

24.4 Union representation

(2005) At hearings, the employee may be assisted by the Local Chairperson and or a member of the Local executive or the National Representatives.

24.5 To grievance procedure

If the matter is not settled to the satisfaction of the employee and/or the Hotel Manager, step No. 3 of the Grievance Procedure may be invoked by the employee or Hotel Manager.

24.6 Final decision

(1993) If the final decision decrees that charges against an employee were not sustained, the record shall be cleared of such charges; if suspended or dismissed the employee shall be returned to his/her former position. A decision shall also be made as to the amount of remuneration for time lost.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.1 Grievance procedure

(2005) Should an employee have a complaint concerning the application, interpretation or alleged violation of this Agreement, he/she shall first discuss the issue/matter with his/her immediate Department Head or appointed designate. The employee may be accompanied by his/her Local Chairperson if he/she so desires. Following the discussion, should the employee not be satisfied with the result of the discussion, said employee may file a grievance in the following manner:

Step 1

(2005) Within ten (10) calendar days after first knowledge of grounds for a grievance, the employee shall submit his/her written individual grievance to the Local Chairperson or designated representative. The Local Chairperson or designated representative must appeal in writing, within the said ten (10) calendar days stated herein, to the employee's Department head or appointed designate. The Department Head or appointed designate will render a decision as soon as possible but in any event no later than ten (10) calendar days of receipt of the grievance.

Step 2

(2005) If such grievance is not settled the Local Chairperson or designated representative may appeal the decision in writing, within seven (7) calendar days of receipt of the decision in Step No. 1, to the Director Talent & Culture or appointed designate. A decision will be rendered, by the Director Talent & Culture or appointed designate in writing within seven (7) calendar days of receipt of appeal.

Step 3

(2002) Within fifteen (15) calendar days of receipt of the decision under Step 2, the National Representative of the Union may appeal in writing to the Hotel Manager of the Hotel. A decision will be rendered in writing within fifteen (15) calendar days of receipt of appeal.

Step 4

(2002) Failing settlement with the National Representative of the Union the matter may be referred to an Arbitrator by either the Hotel Manager or the National Representative for final and binding settlement without stoppage of work, in accordance with Article 26, within thirty (30) days of the date of receipt of the decision of Step 3.

25.2 Time limits

(2002) The time limits set forth will apply equally to grievances originating with the Company.

25.3 Extension of time limits

(2002) Time limits provided in this Article may be extended by mutual written agreement.

25.4 Removal from file

(2002) Provided no offence of a similar nature has occurred, at the end of a twenty-four (24) month period of employment following the issuance of a disciplinary letter and/or notice of suspension, such will be removed from an employee's disciplinary file and will not be used for any future consideration.

25.6 (2002)

a) Individual Grievance:

"Individual grievance" shall mean a claim concerning unjust discipline or discharge, or dispute with reference to the interpretation, application or administration of this Collective Agreement.

b) Group Grievance:

Is a disagreement which arises out of the interpretation or application of the collective agreement affecting directly and immediately a specific group of employees in a statement relating to the same subject. Said grievance may be filed by the Union in the name of and for a group of employees. Said grievance may be filed at Step #2.

c) Policy Grievance:

Is a disagreement, which arises out of a general interpretation, application, administration or alleged violation of the collective agreement or a Company policy, rule or regulation, which is contrary to the collective agreement. A policy grievance is usually considered to be one that does not depend upon the behaviour of an individual employee or one that does not affect the individual specifically. Said grievance may be filed by the Union at Step #3.

25.7 Interruption of work

(2005) The Union acknowledges that the Union Chairperson and Union Steward(s) have responsibilities and duties to perform as employees of the Company. The Union Chairperson and Union Stewards will not interrupt their work except to perform his/her duties under this Collective Agreement, and then will not leave their duties or responsibilities without first obtaining permission from immediate Supervisor or in his/her absence permission from the next higher up level of supervision. Said permission shall not be refused without valid reason. It is understood that said Union Chairperson and/or Union Steward(s) will not contact employee(s) at such times or under such circumstances as to distract from or interfere with the performance of their duties and responsibilities.

ARTICLE 26 - ARBITRATION OF GRIEVANCES

26.1 Application

(1988) A request for the arbitration of a grievance as stated in clause 24.5, shall be made in writing by one party or the other and such request shall contain the names of three (3) persons acceptable to the requesting party as Arbitrator.

26.2 Time limits

Seven (7) days after receipt of the request for arbitration, the other party shall select, as Arbitrator, one (1) of the three (3) persons named in the request, or submit to the requesting party, three (3) names of persons acceptable as Arbitrator.

26.3 Selection of an Arbitrator

If the parties are unable to agree on the selection of an Arbitrator within fourteen (14) days of the date of the request for arbitration, or such longer period of time as may be mutually agreed, then the parties shall jointly request the Minister of Labour of the Province of Alberta to select an Arbitrator, and his/her decision shall be final.

26.4 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding on the parties.

26.5 Jurisdiction of the Arbitrator

Disputes arising out of proposed changes in rules, working conditions or rates of pay, as well as the extended application of the existing agreement, are specifically excluded from the jurisdiction of the Arbitrator.

26.6 Expenses

The Employer and the Union shall respectively bear any expenses each incurs in the presentation of its case to the Arbitrator; but any general or common expense, including the remuneration of the Arbitrator shall be divided equally between the parties.

26.7 Extension of time limits

The time limits, as provided herein, may be extended by mutual agreement.

ARTICLE 27 - ATTENDING COURT

27.1 Attending court or investigation

An employee required by the Hotel Manager to attend court or other public investigation shall be paid scheduled rates for time lost and shall be reimbursed actual reasonable expenses when away from home. In such cases, witness fees shall go to the Company.

27.2 Jury duty

(2002) An employee who has at least one (1) year of continuous service with the Company, who is summoned for jury duty shall be granted leave of absence for any day on which he/she reports for such jury duty. Should the employee receive jury duty pay, he/she shall be reimbursed an amount to ensure no loss in regular pay of up to ten (10) days once during the life of the Collective Agreement, and, only upon providing the Company with the documentation attesting to such.

ARTICLE 28 -WORKPLACE DISCRIMINATION AND HARASSMENT

28.1 General principle

(1999) All employees union or non-union have the right to work in an environment free from harassment, including sexual harassment. The Company, the Union and all employees are committed to this principle.

28.2 Discrimination and Harassment Prevention Policy

(2005) The Company and the Union agree to adhere and uphold the Discrimination and Harassment Prevention Policy established by Fairmont Hotels & Resorts. The policy will be available to all employees.

28.3 Excluded position

(1999) The Company shall ensure that employees occupying an excluded position adhere to and be governed by said policy and the Union will do likewise respecting bargaining unit employees.

28.4 Application

(2005) It is understood that the application of the Discrimination and Harassment Prevention Policy and any action taken as a result of the Policy, are matters subject to the grievance procedure.

28.5 Amendments

(1999) Any amendments to said policy shall be forwarded to the Local Chairperson and a copy shall be sent to the National Representative of the Union.

28.6 Union representation

(2005) An employee will be allowed to have Union representation at the time of filing his/her complaint with the Company, furthermore, said employee is entitled to be accompanied by a Union representative while participating in an investigation or interview conducted by the employer.

28.7 Documents on file

(2005) Any and all documents related to a bona fide complaint of harassment and/or discrimination shall not be subject to the application of article 25.4.

28.8 External legal avenues

(2005) Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

28.9 Special Procedure

(2005) The following special procedure will apply whereby a complaint has been filed under this Article.

- a) The employee must be notified of the charges as soon as possible after a complaint has been filed with the General Manager or designate. The National Representative or the Union Chairperson will also be notified of all such charges at the same time.
- b) The employee shall receive an impartial investigation within seven (7) calendar days following the provision of a) above and having received at least twenty-four (24) hours' advance notice, including time and date of investigation.
- c) The employee and, upon his/her request, his/her representative, will be given a complete outline on all charges and known evidence, respecting any request for confidentiality by any party involved including, the complainant, at least twenty-four (24) hours prior to the investigation.
- d) The employee may be held out of service until the time of the investigation.
- e) At the investigation, the employee, at his/her request, shall be represented by the Union Chairperson or his/her designated representative of Unifor, Local 4325.
- f) Any witnesses and/or known evidence will be called by either party and such witnesses shall not be penalized by loss of pay.
- g) Management shall render its decision in writing within seven (7) calendar days following the completion of such investigation. Any resulting disciplinary action will take effect immediately.
- h) Either party may request an extension of the above time limits and such extensions will not be unreasonably withheld.
- i) Management's decision may be appealed to Step #3 of the Grievance Procedure.
- j) It is understood that all of the time limits included in this Article are exclusive of Saturday, Sunday and General Holidays.

ARTICLE 29 - HEALTH AND SAFETY

29.1 Policies and Procedures

(2002) The Company, its employees, and the Union agree to adhere to and uphold the Occupational Health & Safety Policies and Procedures set by The Fairmont Banff Springs, as described in the current Manual used and implemented by the joint Health & Safety Committee, as well as all applicable legislation.

It is further agreed that any improvement(s) to the Manual governing employees covered by the scope of this collective agreement (except those dictated by legislation or Fairmont Hotels & Resorts), will be approved by the joint Health & Safety Committee.

29.2 (2002) Employer Responsibility

The Employer agrees to provide and maintain a safe and healthy work environment throughout The Fairmont Banff Springs, as required by industry standards and in compliance with all applicable legislation through ongoing training, education and communication.

Employee Responsibility

The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Company on all matters of health and safety. In order to maintain a cooperative interest in safety, employees will inform management as soon as practical of all injuries resulting from accidents occurring in the work place.

29.3 (2002) Joint Health and Safety Committee

The Company and the Union will elect or appoint their own representatives to each Health & Safety Committee. The union will elect or appoint one (1) employee from the maintenance department that will be part of the existing Company's Health and Safety Committee. It is agreed that a primary function of this Committee is to review the previous minutes, discuss accidents & incidents, potential hazards, initiatives to increase awareness and overall health & safety of all members and required action where necessary. Additionally, said unionized member of the Health & Safety Committee will participate in completing regularly scheduled site inspections of working area of employees covered by the scope of this collective agreement. Minutes of these meetings shall be kept, posted on all departmental bulletin boards with copies forwarded to the Union.

- 29.4 **(2002) Right To Accompany Inspector**
A Health and Safety Committee Representative for the Union, may, subject to availability and to matters relating to employees covered by the scope of this collective agreement, accompany an inspector of the Workers' Compensation Board on inspection tours and will be provided access to any subsequent reports which will be reviewed by the Joint Health & Safety Committee.
- 29.5 **(2002) Pay For Attending Monthly Meetings**
The Employer agrees that an employee carrying out his/her responsibilities as representatives of the Joint Health & Safety Committee will do so without loss of regular wages in accordance with the provisions of the collective agreement as it relates to attendance of Company meetings.
- 29.6 **(2002) Right of Refusal**
No employee shall be discharged, penalized or disciplined for refusing to carry out any work process or operate any equipment where they have a reasonable cause to believe that it would create an undue hazard to the health or safety of any person.
- There shall be no loss of pay, seniority or benefits during the period of refusal. However, the employee is required to immediately report the circumstances of the unsafe condition to the Employer who will investigate the matter and attempt to resolve it. If the matter remains unresolved, further investigation will be required including the Employer, the employee, and the Union representative of the Health and Safety Committee or a designate. If the matter still remains unresolved, the Employer and the employee or a Union representative shall notify an officer of the Workers' Compensation Board for investigation and decision orders if required. The employee may be assigned temporarily to alternative work until the matter is resolved.
- 29.7 **Sponsored training programs**
(2016) Employees required by the Company to take sponsored training programs in relation to health, safety, will be compensated at their regular rate while attending said training. Furthermore, the Company will allow on a one (1) time basis during the life of the collective agreement, without loss of regular wages, to one (1) Health & Safety Union Unionized Members time off to a maximum of three (3) days to attend the Unifor Health and Safety School.
- 29.8 **Cost of filling out forms**
(2009) The Company agrees to cover the full costs related to filling out any company mandated forms related to WCB.
- 29.9 (2013) - The Company agrees to provide all employees with greater access to first aid training on company paid time.

ARTICLE 30 - MISCELLANEOUS

30.1 Service letters

The Hotel Management shall return to new employees within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid as soon as possible.

30.2 Locker and washroom facilities

Locker and washroom facilities shall be provided and maintained in a clean and sanitary condition by the Hotel.

30.3 Uniforms and work clothes

Employees required to wear uniforms shall be supplied them by the Hotel free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Hotel. Where it has been established practice to supply employees with suitable work clothing or uniforms, this practice will be continued. In all cases, such clothing shall be supplied free of charge. Employees will not be permitted to wear uniforms except while on duty and will be held responsible for the proper care thereof.

30.4 Employee liability

Unless negligence is established, an employee shall not be required to pay for lost, broken or damaged equipment.

30.5 Posting of Unifor notices

(2013) Notices of interest to employees may be posted on the premises by the Union; however the Union undertakes that such notices shall not be defamatory or libellous in nature. A notice board for this purpose shall be provided by the Hotel.

30.6 Transferring employee

An employee transferred by direction of the Hotel Management to a position that necessitates a change of residence, will receive free transportation for himself/herself, dependent members of his/her family and household goods in accordance with the Company's regulations, and will suffer no loss of time in consequence thereof provided authorized time therefore is not exceeded. An employee requested to transfer to some other hotel or resort, shall be free to accept or reject such request.

30.7 Work requirements

(93) Other than clean up after their own repair and/or maintenance work, employees will not be required for more than fifteen (15) minutes per day to do clean up work outside their own classification except in an emergency. The above shall not apply to, mean nor be interpreted as cleaning of work shops. Work shop clean up work shall be assigned to employee(s).

30.8 Mutual agreement

(2002) This Agreement may be amended or revised only upon mutual agreement in writing between the General Manager of the Hotel or his/her designate and the National Representative of the Union or his/her designate.

30.9 Outside contracting

(96) It is recognized and understood that at times and for varying reasons it is not considered practical or advisable for certain work to be performed in-house. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed. This Article is not to be regarded as affecting that right. Provided, however, the Hotel has the necessary facilities and equipment and can perform the work required with its qualified workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Union's intention and desire to keep such work within the Company.

In the event that the Company finds it necessary to contract out work presently performed by the bargaining unit, it agrees to the following:

- a) (2009) to provide the Union, in writing, with a minimum of thirty (30) calendar days advance notice of the proposed change;
- b) to meet with the Union prior to the proposed change so as to explain why the work must be contracted out and to consider any proposals which may enable the work to be continued within the bargaining unit;
- c) if following (a) and (b) it is still necessary to contract out the work, the Company and the Union shall meet with a view to reducing the adverse effect such change may have on those employees directly affected.

30.10 Work done by excluded staff

(91) The parties recognize that staff of The Fairmont Banff Springs, which are excluded from the bargaining unit may, when the situation so requires, help employees covered by this Agreement in order to maintain the quality of service to customers, and in this case may also perform work currently done by current employees of the bargaining unit. Such work must not, however, cause the regular work hours of said employees to be reduced or cause layoffs.

30.11 Tool allowance

(1999) Where an employee is expected to provide certain hand tools necessary in performing daily duties, the following will apply:

- (a) (2009) Said employee must supply a complete and current inventory of all personal hand tools, duly identified, that are used in performing daily duties to their department head by September 1st annually, following which the department head will confirm and approve said inventory. An employee who fails to produce an inventory list by September 1st of each year will not be entitled to reimbursement under this clause.
- (b) (2009) In the event of wear and tear, breakage, damage or theft of said inventoried tools during working hours, the Company will, upon the presentation of purchase receipt and with the approval of the specified department head reimburse the cost of replacement with a tool equivalent to that inventoried, to a maximum of one hundred dollars (\$100.00) as of September 1st of each year.
- (c) Employees are responsible for the security and safekeeping of their tools.
- (d) (2005) The Company will provide a secure location in each shop, to store individual tools as required and inventoried as herein stated in this article. In the eventuality that said secured location as been broken into and theft is demonstrated, unless due care and concern is demonstrated to Management's satisfaction, an employee shall not be reimbursed for stolen inventoried tools as indicated in (a) above.
- (e) (2009) An employee who has not used the amount provided for safety shoe allowance in clause 30.15 may also claim any outstanding amount for the purchase of tools as per the provisions of this clause.

30.12 Personal file

(1999) Employees have the right to view their personal file upon written request to the Talent & Culture Director or designate during office hours and, if they so desire, may request to have the Local Chairperson present when doing so.

30.13 Copy of the collective agreement

(2005) The Company will be responsible for providing a copy of the collective agreement to all employees. Furthermore, the Company shall provide the Local Chairperson with an additional ten (10) copies.

30.14 Agreements not mutually agreed

(2002) The Company agrees not to enter into any agreement or contract with the unionized employees covered by the scope of this collective agreement, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement. Any such agreements which are not mutually agreed between the Director Talent & Culture and the National Representative of the Union will be null and void. Therefore, the Company reserves all rights of Management except where expressly limited by the Collective Agreement and/or any applicable provincial legislation.

30.15 Safety footwear

Every employee must equip themselves with safety footwear that complies with Workers Compensation Board requirements, colour of which is to be determined by the Company.

(2016) As of September 1st of each year, the Company will reimburse an eligible employee for the cost of Safety Footwear, to a maximum of eighty-five dollars (\$85.00). This could be used towards the purchase of one (1) or two (2) pairs of Safety Footwear. An employee who has not used the amount provided for tool allowance in clause 30.11 may also claim any outstanding amount for the purchase of safety footwear as per the provisions of this clause.

30.16 Early retirement allowance

(2009) An early retirement allowance based on a fifteen (15) hours per year of service will be introduced and applicable for employees who, during the current year will reach the age of sixty (60) and have achieved twenty (20) years of continuous service. Said early retirement shall be capped at five thousand dollars (\$5,000.00). To be eligible an employee who will reach the age of sixty (60) in the year, will have to notify, in writing, the Company no later than thirty (30) calendar days prior to his/her intention to retire. Payment of said early retirement allowance shall be made with the first pay period immediately following the last day of work.

30.17 Trades cards or certificates

(2009) Upon request, the Company shall copy the Local Union President or designate on all applicable trades cards or certificates of newly hired employees or when an employee's qualifications or certifications change.

30.18 Skilled Trades

(2013) The parties agree to form a Committee made up of two (2) representatives from Management responsible for Skilled Trades, and two (2) Skilled Trades members appointed by the Union, and one of which will be the Skilled Trades Representative. All meetings will be held during working hours and company paid time. Committee meetings will include information exchange and discussions on topics related to:

- New Technologies
- Skilled Trades Training
- Apprenticeship opportunities based on future attrition and Skilled Trades manpower needs.

Agreed upon minutes will be taken and made available to the committee members. Either party can submit items to the agenda, to be discussed at the quarterly meeting, at least one week in advance of the meeting.

ARTICLE 31 – PENSION PLAN

- 31.1 (2013) The Fairmont Hotels Pension Plan for the employees of the Fairmont Banff Springs Hotel shall be administered and controlled by Fairmont Hotels & Resorts.
- 31.2 (2013) The Company shall provide to all eligible employees a pension plan whose terms and conditions shall be those terms and conditions as set out in The Fairmont Hotels Pension Plan.
- 31.3 (2013) A regular full-time employee shall become eligible to participate in the Pension Plan following six (6) months of continuous full-time employment at The Fairmont Banff Springs.
- 31.4 (2013) The following specific terms shall apply to the eligible employees covered by this Collective Agreement, the Company and the employee shall contribute 3.2% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE), and 5% of earnings over the Yearly Maximum Pensionable Earnings.
- 31.5 (2013) It is understood that all terms and conditions connected with this Plan will be regulated and administered as set forth in the Plan.
- 31.6 (2013) The Company will commit to provide information on the pension plan to eligible employees. The Company will produce a similar document as “benefits at a glance” for the pension plan to be available and distributed to employees.

NOTE: DONT NEED
SCHEDULE "A" - WAGE BUMPS

Job-Classifications	Present Rate	2016	2017
Lead Hand Electrician	33.29	0.05	0.05
Electrician	31.93	0.05	0.05
*—4 th -year apprentice	25.55		
*—3 rd -year apprentice	22.35		
*—2 nd -year apprentice	19.16		
*—1 st -year apprentice	15.97		
Lead Hand Plumber	33.29	0.05	0.05
Plumber	31.93	0.05	0.05
*—4 th -year apprentice	25.55		
*—3 rd -year apprentice	22.35		
*—2 nd -year apprentice	19.16		
*—1 st -year apprentice	15.97		
Lead Hand Carpenter	33.29	0.05	0.05
Carpenter	31.93	0.05	0.05
*—4 th -year apprentice	28.74		
*—3 rd -year apprentice	25.55		
*—2 nd -year apprentice	22.35		
*—1 st -year apprentice	19.16		
Lead Hand Upholsterer	32.87		
Upholsterer	31.31		
Assistant Upholsterer	26.45		
Upholsterer labourer	20.69		
Lead Hand Painter	32.26	0.05	0.05
Painter	30.81	0.05	0.05
*—3 rd -year apprentice	26.18		
*—2 nd -year apprentice	23.10		
*—1 st -year apprentice	16.94		
Lead Hand Property Engineer	33.29	0.05	0.05
Property Engineer	31.93	0.05	0.05
Lead Hand Engineer	29.95	0.05	0.05
Engineer	28.86	0.05	0.05
Maintenance—Journey Person	31.93	0.05	0.05
Lead Hand Maintenance Person	25.90		
Maintenance Person	24.32		
Lead Hand French Polisher	31.64		
French Polisher	30.18		
Labourer	19.84		

SCHEDULE "A" - HOURLY RATES OF PAY

Job Classifications	Present Rate	2019-09-01 2.0%	2020-09-01 2.0%	2021-09-01 2.5%
Lead Hand Electrician	35.96	36.68	37.41	38.35
Electrician	34.49	35.18	35.88	36.78
* 4 th year apprentice	27.59	28.14	28.70	29.42
* 3 rd year apprentice	24.14	24.62	25.11	25.74
* 2 nd year apprentice	20.69	21.10	21.52	22.06
* 1 st year apprentice	17.25	17.60	17.95	18.40
Lead Hand Plumber	35.96	36.68	37.41	38.35
Plumber	34.49	35.18	35.88	36.78
* 4 th year apprentice	27.59	28.14	28.70	29.42
* 3 rd year apprentice	24.14	24.62	25.11	25.74
* 2 nd year apprentice	20.69	21.10	21.52	22.06
* 1 st year apprentice	17.25	17.60	17.95	18.40
Lead Hand Carpenter	35.96	36.68	37.41	38.35
Carpenter	34.49	35.18	35.88	36.78
* 4 th year apprentice	31.04	31.66	32.29	33.10
* 3 rd year apprentice	27.59	28.14	28.70	29.42
* 2 nd year apprentice	24.14	24.62	25.11	25.74
* 1 st year apprentice	20.69	21.10	21.52	22.06
Lead Hand Upholsterer	35.39	36.10	36.82	37.74
Upholsterer	33.71	34.38	35.07	35.95
Assistant Upholsterer	28.49	29.06	29.64	30.38
Upholsterer labourer	22.28	22.73	23.18	23.76
Lead Hand Painter	34.85	35.55	36.26	37.17
Painter	33.28	33.95	34.63	35.50
* 3 rd year apprentice	28.29	28.86	29.44	30.18
* 2 nd year apprentice	24.96	25.46	25.97	26.62
* 1 st year apprentice	18.30	18.67	19.04	19.52
Lead Hand Property Engineer	35.96	36.68	37.41	38.35
Property Engineer	34.49	35.18	35.88	36.78
Lead Hand Engineer	32.36	33.01	33.67	34.51
Engineer	31.18	31.80	32.44	33.25
Maintenance - Journey Person	34.49	35.18	35.88	36.78
Lead Hand Maintenance Person	27.89	28.45	29.02	29.75
Maintenance Person	26.19	26.71	27.24	27.92
Lead Hand French Polisher	34.07	34.75	35.45	36.34
French Polisher	32.50	33.15	33.81	34.66
Labourer	21.37	21.80	22.24	22.80

Schedule “A” (Cont’d)

Increases

All rate increases are to take effect in the first day of the first pay period beginning on or closest to the effective date.

Qualification card

To be entitled the classification of Journey Person and or trades person, qualification card, licence, ticket or certificate must be required by the Company.

(2016) To be entitled to the classification of Lead Hand Property Engineer or Property Engineer, an employee must hold either an electrician, plumbing or mechanical qualification card, licence, ticket or certificate in addition to a Building Maintenance class “A” ticket or Power Engineer Class 3. An employee only possessing a Power Engineer Class 3 certification shall be paid at the Lead Hand Property Engineer rate or the Property Engineer rate.

Double shifts

(2009) An employee who is offered and agrees to end his regular shift by two (2) or more hours early because he is scheduled for two (2) consecutive shifts will receive a premium of thirty (30) minutes pay at one and a half (1 ½) times their regular rate of pay;

Apprenticeship

(2005) To be entitled to participate in an apprenticeship program, an employee must first obtain the authorization from the Director, Talent & Culture. Upon successfully completing said program, the employee will be classified as a Journey Person and/or Trades Person, and his/her rate will be adjusted to reflect the particular journey person’s and/or trades person’s hourly rate of pay.

(*) Apprentice shall be paid in accordance with the Alberta Apprenticeship Act which is as follows:

(2010) Rate will be base on the applicable percentage of Journey Person and/or Trades person for Apprentice employee:

<u>Apprentice</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Plumber	50%	60%	70%	80%
Carpenter	60%	70%	80%	90%
Electrician	50%	60%	70%	80%
Painter	55%	75%	85%	---
Cabinet Maker	55%	65%	75%	85%

(for the cabinet maker the percentage his/her applied on the carpenter's rate)

LETTER OF UNDERSTANDING #1 - PARKING

September 2016

Mr. Todd Romanow
National Representative
Unifor

Dear Mr. Romanow:

The Company will provide twelve (12) parking spaces with electrical outlets for the winter months (November 1st to March 31st) giving priority to those employees residing outside the town of Banff and, if space remains unused, they will be at the disposal of employees residing in the town of Banff who are required to drive to work. Furthermore, it is understood that parking spaces shall be assigned in order of seniority in either case. It is understood that guest requirements will receive first priority.

Yours truly,

David Roberts
Regional Vice President and General Manager

September 2019/renewed
September 2016/renewed
October 2013/renewed
October 2010/renewed
November 2009/renewed
September 1st, 2007/renewed
September 14th, 2005/renewed
September 19th, 2002/renewed
August 27th, 1999/renewed
August 21st, 1996/renewed
September 23rd, 1993
October 2nd, 1991/renewed
October 4th, 1988/ revised
September 24th, 1986/ revised

LETTER OF UNDERSTANDING #2 - ROOM AND MEALS

September 2016

Mr. Todd Romanow
National Representative
Unifor

Reference: Room and Meals for Maintenance employees

Dear Mr. Romanow:

As a general statement of intent, the Company will make every effort to supply request for staff accommodation, when available, to Maintenance employees.

As agreed during our negotiations of 1999, employees of the Maintenance Department will only be required to pay an amount equivalent to the going rate for staff residence rooms and cafeteria meals.

(2009) Employees will be credited with a minimum four dollar (\$4.00) daily or the current daily allowance, whichever is greater for the purchase of duty meals in the staff cafeteria.

Yours truly,

David Roberts
Regional Vice President and General Manager

September 2019/renewed
September 2016/renewed
October 2013/renewed
October 2010/renewed
November 2009/renewed and amended
September 1st, 2007/renewed
September 14th, 2005/renewed
September 19th, 2002/renewed
August 24th, 1999/original date of letter

LETTER OF UNDERSTANDING #3 - DRIVERS ABSTRACT

September 2016

Mr. Todd Romanow
National Representative
Unifor

Reference: Drivers Abstract

Dear Mr. Romanow:

Employees covered by the scope of this collective agreement, must comply with the “Driving Hotel Vehicles/Equipments Policy”

Notwithstanding the above, employees who have been hired prior to September 1st, 2007 and are required by the Company to use company’s vehicles in the performance of the assigned work, may be required to provide the Company with a “drivers abstract”. These colleagues will have the cost of obtaining the abstract reimbursed by the Hotel within thirty (30) days of receipt.

Employees who have been hired after September 1st, 2007 and are required by the Company to use company’s vehicles in the performance of the assigned work, will be required to provide the Company with a “drivers abstract” at the employee’s expense as part of the conditions of employment.

Yours truly,

David Roberts
Regional Vice President and General Manager

September 2019/renewed
September 2016/renewed
October 2013/renewed
October 2010/renewed
November 2009/renewed and amended
September 1st, 2007/renewed and amended
September 14th, 2005/renewed
September 19th, 2002/original date of letter

LETTER OF UNDERSTANDING #4 – NATURE OF COMMUNICATIONS

(2013) Every employee, union or management representative is entitled to fair treatment in the workplace and shall not discriminate against any person as per the Human Rights, Act of Alberta.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of The Fairmont Banff Springs team are treated equally with integrity, trust and respect. The Company and the Union shall endeavour at all times to promote a work environment, which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

Signed in Banff, Alberta, this day of September 2016.

For the Company:

For the Union:

David Roberts
Regional Vice President and General Manager

Todd Romanow
National Representative
Unifor-Canada, Local 4325

September 2019/renewed
September 2016/renewed
October 2013/amended
October 2010/renewed
November 2009/renewed
October 2013/amended

LETTER OF UNDERSTANDING #5 - COMPRESSED WORK WEEK

Between

The Fairmont Banff Springs

And

Unifor Local 4325

Both parties signatory to this letter have agreed that a compressed work week/Hours of Work Averaging Agreement may be established for any classifications or a position within a classification upon mutual consent in writing by the Company and the Union:

- Each employee shall be assigned, within a two (2) week period, eight (8) days of work and six (6) days off. It is understood that no employee shall be scheduled to work more than five (5) consecutive days.
- Each assigned worked day shall be for a shift of eleven (11) hours consisting of ten (10) hours of work and two (2) unpaid periods of one half (1/2) hour each in which to eat.
- Payment shall be based on a two (2) week period and shall be of eighty (80) regular hours and any additional hours worked shall be paid at the overtime rate.

Both parties signatory to this letter have agreed that either party may end or modify the compressed work week as stated above, by giving the other party a notice of thirty (30) calendar days in advance.

Signed in Banff, Alberta, this day of September 2016.

For the Company:

For the Union:

David Roberts
Regional Vice President and General Manager

Todd Romanow
National Representative
Unifor-Canada, Local 4325

September 2019/amended
September 2016/amended
October 2013/amended
October 2010/renewed
November 2009/renewed
September 1st, 2007/renewed
September 14th, 2005/renewed

LETTER OF UNDERSTANDING #6 - ASBESTOS

Between

FHR Banff Operations Corporation
(The Fairmont Banff Springs)

And

Unifor - Local 4325

The Company and the Union agree to abide by Alberta Occupational Health and Safety Act, Code or Regulation when it comes to handling asbestos. Furthermore, the Company agrees to the following:

- have, available for review by the Local Chairperson, a copy of Asbestos Consultation reports;
- have, available for review by the Local Chairperson, updated information regarding any areas where asbestos abatement has taken place;
- provide training by a certified trainer for any worker who may have to work in areas where asbestos is or may be present;
- provide ongoing scheduled testing of workers who have been exposed to asbestos in accordance with provisions set out in the Alberta Occupational Health and Safety Act, Code or Regulation;
- provide to the Local Chairperson a list of workers presently employed who have been exposed to asbestos;
- when requested by the Union, materials must be tested for asbestos content prior to any renovations or work occurring.

Signed in Banff, Alberta, this day of September, 2016.

For the Company:

For the Union:

David Roberts
Regional Vice President and General Manager

Todd Romanow
National Representative
Unifor - Canada, Local 4325

September 2019/renewed
September 2016/renewed
October 2013/renewed
October 2010/renewed
November 2009/renewed

LETTER OF UNDERSTANDING #7 – UPHOLSTERER’S AND FRENCH POLISHER’S PREMIUM

Between

FHR Banff Operations Corporation
(The Fairmont Banff Springs)

And

Unifor - Local 4325

Upholsterer and French Polisher shall be paid an hourly premium of twenty- five cents (\$0.25) for as long as they remain in the present classification and the present work related task (i.e. keeping of inventory, preparation of purchase order) which are normally part of the Lead Hand task are performed by said employees. Should the company expand either of these shops and employ more than one (1) employee, then the employee in the positions above shall receive the lead hand rate once a job is posted.

Signed in Banff, Alberta, this day of September 2016.

For the Company:

For the Union:

David Roberts
Regional Vice President and General Manager

Todd Romanow
National Representative
Unifor - Local 4325

September 2019/renewed
September 2016/renewed
October 2013/revised
October 2010/renewed
November 2009/renewed and amended
September 1st, 2007/renewed and amended

**LETTER OF UNDERSTANDING #8 – SENIORITY ISSUES
(2010)**

Between

FHR Banff Operations Corporation
(The Fairmont Banff Springs)

And

Unifor - Local 4325

The parties agree to the following applications of seniority related to any scheduled work performed on a statutory holiday.

All work on a statutory holiday shall be scheduled on a rolling seniority basis.

Example: Beginning with the next scheduled statutory holiday after Remembrance Day 2010 would be offered to the most senior qualified employee, the next statutory holiday would then go to the next qualified employee on the list in seniority order and so on until the rotation begins again. An employee declining work on a statutory holiday would not be asked again until they came up again in the rotation.

Signed in Banff, Alberta, this day of September 2016.

For the Company:

For the Union:

David Roberts
Regional Vice President and General Manager

Todd Romanow
National Representative
Unifor, Local 4325

September 2019/ renewed
September 2016/renewed
2013/renewed

**LETTER OF UNDERSTANDING #9 – SKILLS & TRAINING
(2016)**

Between

FHR Banff Operations Corporation
(The Fairmont Banff Springs)

And

Unifor - Local 4325

The parties agree to meet annually or as needed to discuss issues related to skills upgrading and job training for all employees. The parties agree to act in good faith and implement such training or upgrading when such is available.

Signed in Banff, Alberta, this day of September 2016.

For the Company:

For the Union:

David Roberts
Regional Vice President and General Manager

Todd Romanow
National Representative
Unifor, Local 4325

September 2019/renewed
September 2016/amended