

FHR LAKE LOUISE OPERATIONS CORPORATION
(THE FAIRMONT CHATEAU LAKE LOUISE - LAKE LOUISE, ALBERTA)



AGREEMENT COVERING RATES OF PAY AND
WORKING CONDITIONS OF THE EMPLOYEES IN
THE CLASSIFICATIONS DESIGNATED HEREIN

UNIFOR
LOCAL 4050



AGREEMENT EFFECTIVE FEBRUARY 1ST, 2019
UNTIL JANUARY 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 Employer 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.

All reference in this agreement to the male gender shall be interpreted so as to include, where appropriate the female gender.

- 1.2 (2016) The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit describing the certification issued by the Labour Relations Board of Alberta on the 1st day of March, 1995, and amendments thereto. Certification number 6-2014 dated January 21, 2014.

ARTICLE 2 - SCOPE

- 2.1 (2007) The provisions of this Agreement shall apply to all employees of the Repairs and Maintenance, and Heat Light and Power, and Grounds Departments of The Fairmont Chateau Lake Louise, Lake Louise, Alberta, with the exceptions of the Building Superintendent, Assistant Building Superintendent, Maintenance Office Manager, Grounds Manager, Assistant Grounds Manager.
- 2.2 (1999) Employees of the Company in non-scheduled positions shall not perform or assume the duties of any scheduled position except on an occasional and necessary basis for the purpose of meeting the demands of service, emergency situations and training, and on no account with the purpose or effect of eliminating any scheduled position. In the application of this rule due regard will be given to the Company's need for a greater degree of flexibility during the non-summer season.

In no event will the hours of work or overtime opportunity for any employee in the bargaining unit be reduced as a result of performing work as outlined above.

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) (1996) "**Qualifications**", as used throughout this Agreement, shall be understood to mean the merit, ability and fitness to efficiently perform the duties of 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) (2016) "**Accredited representative**" means the National Representative or Local Representative of Unifor
- (g) "**Clear day**" means the period of time from one midnight to the next.
- (h) (2016) The "**Union**" as hereinafter referred to shall mean Unifor
- (i) (2007) A "**Lead Hand**" is an employee who directs and co-ordinates the work of employees under the direction of his/her manager however, he/she shall not have the authority to hire, suspend, dismiss, discipline other employees.

ARTICLE 4 - DEDUCTIONS OF DUES

- 4.1 The Management shall deduct on the payroll for the pay period which contains the 24th calendar day of each month from wages due and payable to each regularly assigned employee coming within the scope of this Agreement, an amount equivalent to the uniform monthly union dues for the Union, subject to the conditions and exceptions set forth hereunder.
- 4.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union, signatory hereto, and shall not include such payments as initiation fees and special assessments except as specified in Article 4.7. 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.
- 4.3 (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 of reinstatement fees uniformly required of all other such applicants of the Union. Membership shall not be denied for reasons of race, national origin, color, religion, creed, marital status, sexual orientation, disability or political affiliation. 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 30 days of date of employment.
- 4.4 Deductions shall commence on the payroll for the first pay period, which contains the 24th day of the calendar month after the date of first service in a position subject to this Agreement.
- 4.5 If the wages of an employee payable on the payroll for the pay period which contains the 24th calendar day of any month 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 month. 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 month.
- 4.6 Payroll deductions now or hereafter required by law, deductions of monies due or owing the Management and pension deductions shall be made from wages prior to the deduction of dues.

4.7 Initiation fees

(2013) In compliance with the Provisions of Section 101 of the Province of Alberta Labour Act, the Management will honor a written request-from-an-employee occupying a position coming within the scope of the Agreement, on approved form provided by the union to deduct from wages due him/her on the pay period which contains the 24th calendar day of the month, such initiation fees as specified therein. The company agrees to remit such form to the Local Union office.

4.8 (2011) 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 the pay period from which such deductions were made to the National Secretary-Treasurer of the Union, or such other person or persons as may be designated by him/her at 205 Placer Court, Toronto, ON M2H 3H9.

4.9 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.

4.10 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 co-operate fully in the defense of such action. Each party shall bear its own cost of such defense 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 a result of any such deduction or deductions from payrolls.

ARTICLE 5 - RESERVATION OF MANAGEMENT'S RIGHTS

- 5.1 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 reclassify positions as well as to assign employees from one duty to another for short temporary periods not exceeding eight (8) 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 (1999) The Company agrees that in the exercising of it's 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.
- 6.2 (2002) Incumbents filling positions of Maintenance Person I, Maintenance Person II and Maintenance Person III shall, following a review of qualifications and performance, be advanced to the positions of Maintenance Person II, III or IV respectively, failing which Management shall provide the Union with a written justification. The forgoing reviews shall take place following twelve (12) months in the position of Maintenance Person I and a further twelve (12) months in the positions of Maintenance Person II and Maintenance Person III.
- If the employee does not meet all qualifications and performance requirements to move to the next level, the employee will stay at the current level until all requirements are met.
- 6.3 (2011) An employee (other than a Lead Hand or Journey Person) scheduled to train another employee shall receive a fifty cents (\$0.50) per hour premium for all hours spent training other employees in addition to their regular rate of pay. All training must be authorized by the appropriate department head.

ARTICLE 7 - RELIEF WORK AND PRESERVATION OF RATES

7.1 Higher-rated position

(2016) (a) An employee temporarily assigned to a higher-rated position for two (2) hours or more and fulfilling the required duties and responsibilities of such position shall receive the higher rate for the time worked in said position. Should the temporary assignment be less than two (2) hours, they shall receive the rate of their 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.

(2016) (b) Pursuant to Art. 7.1 (a), if a certified Power Engineer (5th or 4th class) is required to assume the required duties of the normally scheduled Engineer for a complete shift (minimum eight hours), it is understood the employee will receive the Engineer rate as indicated in Schedule "A" of the Collective Bargaining Agreement.

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

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

ARTICLE 8 - TRAINING FOR PROMOTION

- 8.1 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. Management 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 (2007) An employee required by the Company to take training during scheduled working hours will be paid his/her regular rate of pay while in training.

Employees required by the Company to take training outside 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 their regular rate of pay.
- (c) on a scheduled day off all hours in training shall be at one and a half times their regular rate of pay.

ARTICLE 9 - STATUTORY HOLIDAYS

9.1 (1993) Subject to the provisions of Article 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 pay 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
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Civic Holiday	Alberta Family Day

The above maximum of eight (8) hours will not apply to an employee who is normally scheduled to work a four (4) day work week of ten (10) hours per day.

9.2 To be eligible for statutory holiday pay referred to in Article 9.1 above, an employee must render compensated service on the work day of his/her work week immediately preceding and on the 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 Workmen's Compensation payments, 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 An employee who is required to work on a holiday for which he/she is qualified for holiday pay in accordance with Articles 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 within either the thirty (30) days preceding or the thirty (30) days following the holiday, and as far as practicable, such day off will be consecutive with a regularly assigned day off.

- 9.4 If a day off in lieu of a holiday worked is not allowed within the period specified in Article 9.3, or within such period as may otherwise be mutually agreed between the Hotel General Manager and the Chief Shop Steward, days in lieu of holidays worked may, in individual cases be accumulated over an agreed period to a maximum of five (5). Such accumulated days off will be granted with pay as provided in Article 9.3 at a mutually agreed time.
- 9.5 Failing the granting of time off in lieu of holidays worked in accordance with the provisions of Articles 9.3 and 9.4, an employee will be paid for the work he/she was required to perform within regularly assigned hours at his/her hourly rate.
- 9.6 An employee required to work on any of the holidays specified in Article 9.1 and for which he/she is not qualified for holiday pay according to the provisions of Articles 9.1 and 9.2 shall be paid for the actual time worked on the basis of fifteen (15) minute increments, 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.
- 9.7 Work performed on an assignment commencing at any time from midnight to midnight on the holidays specified above shall be considered as worked performed on a holiday.
- 9.8 (1993) If work is required on a statutory holiday it will be offered in order of seniority, within a classification, to the senior employee who would have been scheduled should it not have been a statutory holiday.
- 9.9 (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 honoring 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 (1990) An employee who, at the beginning of the calendar year, has less than three (3) years' employment relationship with the company will be allowed one day's vacation with pay during such year for each 25 days of actual work or major portion thereof during the preceding year, with a maximum of ten (10) working days until qualifying for further vacation under Article 10.2.
- 10.2 (1990) 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 16 and 2/3 days of actual work or major portion thereof during the preceding year with a maximum of 15 working days until qualifying for further vacation under Article 10.3.
- 10.3 (1990) 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 12 and 1/2 days of actual work or major portion thereof during the preceding year with a maximum of 20 working days until qualifying for further vacation under Article 10.4
- 10.4 (1990) 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 10 days of actual work or major portion thereof during the preceding year, with a maximum of 25 working days until qualifying for further vacation under Article 10.5.
- 10.5 (1999) 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 1/2 days of actual work or major portion thereof during the preceding year with a maximum of 30 working days.
- 10.6 Time off duty on account of bona fide illness, injury, jury duty, called to court as a witness or to attend committee meetings, not exceeding a total of 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 Time worked at seasonal hotels of the Company shall be deemed to be days of actual work for vacation purposes. An employee who is laid off for the winter season and who returns the following year will receive a full year's credit towards vacation credits.
- 10.8 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.

- 10.9 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 Articles 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7, and, if not granted, will be allowed pay in lieu thereof.
- 10.10 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.
- 10.11 Applications for vacation filed prior to February 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 February 1st will be given preference over later applicants.
- 10.12 As far as it is practicable to do so, vacations shall be allowed during the summer months, when desired by the employees.
- 10.13 (1993) An employee must utilize all entitled vacation as required by the Alberta Employment Standard Code within the calendar year. Exceeding vacation entitlement will, if the Company finds it impossible to grant said exceeding vacation during the calendar year, be carried forward to the following year and be scheduled in the first quarter of the following year.
- 10.14 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 the balance of his/her vacation at the earliest possible date.
- 10.15 (2016) Management 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 provide vacation relief, will, if assigned to fulfill the required duties and responsibilities of a higher-rated position, be paid the schedule rate or premium applicable to such position.

ARTICLE 11 - HEALTH AND BENEFITS

11.1 Eligibility and provisions

(2002) 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.

(2007) Said policy shall provide benefits coverage for full-time eligible employees in accordance with and as described in the pamphlet "My Pension and Benefits for Unionized Employees of The Fairmont Chateau Lake Louise" for the following. Said pamphlet will be available to employees;

(2005) Once an employee has become eligible for any of the benefits stated herein, said benefits shall become effective the first day of the month following the completion of the eligibility period as outlined below:

(2011) 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) Emergency Out of Country Medical Coverage = three (3) consecutive months.

Life Insurance shall be at \$60,000.

Life Insurance at retirement shall be at \$5,000.

Accidental Death & Dismemberment shall be at \$60,000.

Weekly Indemnity: 70% of your regular weekly earnings, for up to 26 weeks (formula 1/1/4, 15/15/11) up to the maximum of your weekly insurable earnings as defined by the Employment Insurance Act. Said maximum will change as follows:

Effective February 1st, 2016: \$485.00

Supplementary Medical Benefits: Said benefit shall provide for hearing aid coverage to a maximum of \$500.00 every 5 years.

- The eligible covered expenses will be 100%.
- The deductible shall be \$25.00 for single or family coverage.
- (2007) All paramedical coverage shall have a combined annual maximum as follows :
 - Effective February 1st, 2016: \$1,200 per year

Dental Benefits: 100% routine - 50% major:

- The annual maximum benefit will be \$1,400 per calendar year.
- The deductible shall be \$25.00 for single or family coverage.

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

11.2 (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.

11.3 (2016) An employee qualified for the Weekly Indemnity Benefit, as established under the pamphlet "My Pension and Benefits for Unionized Employees of The Fairmont Chateau Lake Louise", 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.

(2011) Effective January 1st, 2010, the Company shall, for those employees who are covered under the Health and Benefits Plan, as stated in this Article, on January 1st of each year, create a sick day entitlement list using the number of regular hours paid in the preceding calendar year. Said entitlement shall be equal to one (1) hour for each eighty-one (81) regular hours paid in said preceding calendar year to a maximum of twenty-four (24) hours. The accumulated days may be taken in increments of one half (½) day or one (1) full day according to the schedule. This sick day entitlement will not be cumulative from year to year.

Employees may draw on this entitlement when absent from work due to justifiable personal sickness or injury. An employee must inform management at least one (1) hour prior to the start of his/her shift.

(2011) For purposes of clarification, regular paid hours shall mean all regular hours paid for which there is a provision in the collective agreement. Furthermore, in the calculation of the number of hours it shall be rounded up (i.e. 22.5 hours equals 23 hours and 22.4 hours equals 22 hours).

- 11.4 (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.
- 11.5 (2005) It is agreed and understood by the parties signatory to this Agreement that the present coverage provided in the pamphlet "My Pension and Benefits for Unionized Employees of The Fairmont Chateau Lake Louise", may only be altered or amended by mutual agreement of both parties.
- 11.6 (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 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.
- 11.7 (1999) An eligible employee having completed one (1) year of service or more with the company and who is on approved Leave of Absence or is laid-off, 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.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 **Voluntary leave of absence**

(2007) At the Company's discretion, a leave of absence may be granted for up to three (3) months. Such leave shall be requested by the employee, in writing to the Hotel Management, as soon as the employee is aware that a leave of absence is required. Such requests, upon approval, will be granted in writing and no request shall be unreasonably denied. Excluding leaves for apprentices attending school, employees will use any paid time off such as vacation and/or statutory holidays in excess of two (2) weeks prior to being granted a Leave of Absence.

A leave of absence may be extended by the Company, provided application is made before expiration of the period first requested. Such extension must be requested in writing.

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.

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.

Upon proper request and if the requirements of the service permits, an employee attending general meetings of the Local Union shall be granted leave of absence without pay for that purpose.

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 Article 19.4

12.2 (2011) Paid Education Leave

The Fairmont Chateau Lake Louise has agreed to pay into a special fund, effective February 1st, 1999, two cents (\$0.02) per hour worked per employee represented by 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 Unifor for this purpose, and will be made payable and remitted to the following:

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

Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between The Fairmont Chateau Lake Louise and Unifor, Local 4050, 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 Unifor at the Unifor Family Education Centre in Port Elgin, Ontario.

Such leave shall be requested by the Local Union Representative in writing to the Director, Talent & Culture, providing at least ninety (90) 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 individual hotel property's payroll costing.

12.3 Bereavement leave (2002)

An employee having completed his/her probationary period shall be entitled to a leave of absence up to a maximum of five (5) working days without loss of wages in the event of the death of a spouse (including common law and same sex), child, step-child, parent or step-parent. The payment for loss of wages for these family members will be based on a maximum of forty (40) hours per occurrence.

An employee having completed his/her probationary period shall be entitled to a leave of absence up to a maximum of three (3) working days without loss of wages in the event of the death of brother, sister, mother-in-law or father-in-law, grandparents, and grandchildren. The payment for loss of wages for these family members will be based on a maximum of twenty-four (24) hours per occurrence. Should the funeral take place outside of Alberta, a maximum of five (5) working days will apply. The payment for loss of wages for funerals outside Alberta will be based on a maximum of forty (40) hours per occurrence.

In both paragraphs, such leave is to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

- 12.4 (2009) An employee on approved leave for Union business shall do so without loss of pay, vacation or benefits for that purpose. The Company will invoice the Local Union for reimbursement for wages and benefits plus an additional five percent (5%) administration fee.

ARTICLE 13 - HOURS OF SERVICE

- 13.1 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. By mutual agreement, Engineers may be assigned shifts to provide for eighty (80) hours' work within a two week period.
- 13.2 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.
- 13.3 An employee laying off in accordance with Article 13.2 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.
- 13.4 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.
- 13.5 An employee shall not be assigned a meal period between the hours of ten (10) p.m. and six (6) a.m.
- 13.6 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.
- 13.7 An employee may be assigned to work eight (8) consecutive hours and allowed twenty (20) minutes in which to eat without deduction of pay.
- 13.8 (2007) A regular assignment shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) 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. For classifications in the grounds department, twenty-four (24) hours notice will be applicable when the change is needed because of the weather.

Subject to the notice, a change in regular assignment may be for one day or more.

- 13.9 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 General Manager, to work alternate shifts - changing from one shift to the other once each week.

13.10 **Part-time employee**

(2016) 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 Article 13.4 shall not be considered a break. Compensation paid in accordance with this clause shall not be less than the applicable classification or job rate.

13.11 (1990) Whenever practicable and feasible a compressed work week may be established for any sub-department following a written mutual agreement.

13.12 (2005) Regular hours of work in a department shall be assigned amongst qualified employee within a classification in accordance with the requirement of business, on the basis of seniority.

13.13 **Night shift premium**

(2016) An employee scheduled to start his/her assigned shift on or after 23:00 hours shall receive a premium of seventy five cents (\$0.75) for all hours worked. Effective February 1, 2017 the premium will increase to a dollar (\$1.00) for all hours worked.

ARTICLE 14 - LAY-OFF AND RECALL

- 14.1 (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.
- 14.2 (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 within his/her department provided he/she has the qualifications to perform the work.
- 14.3 (1999) When a regular full-time employee has been unable to exercise his/her seniority in accordance with Article 14.2, he/she may exercise his/her seniority within two (2) working days to displace the junior employee in another department subject to having the qualifications required to perform the work.
- 14.4 (1999) An employee who does not exercise his/her seniority as per Article 14.3 will be considered to be on lay-off as per the provisions of Article 14.
- 14.5 (1999) When an employee is on vacation or leave of absence on the date of his/her displacement, the time limits in Article 14.2 and Article 14.3 will apply from the date of his/her return to work.
- 14.6 **Recall**
(2013) 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 Chief Steward by the Company
- 14.7 (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.
- 14.8 **Notification of recall**
(2013) 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 Chief Steward.

- 14.9 (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.
- 14.10 (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.
- 14.11 (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 and ability 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 15 - OVERTIME AND CALLS

- 15.1 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 basis of 15-minute increments and at one and one-half times his/her hourly rate.
- 15.2 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) To changing shifts;
- provided that such changing shifts are arranged by mutual agreement.
- 15.3 Only overtime authorized by Management 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 (48) hours of the performance of such overtime.
- 15.4 An employee shall not be required to suspend work during regular hours to absorb overtime.
- 15.5 (1999) 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 minimum of four (4) hours at one and one-half times his/her hourly rate for four (4) hours' work or less and, if held on duty in excess of four (4) hours, compensation on the basis of 15 minute increments at one and one-half times his/her hourly rate. The employee will only be required to perform the work assignment for which he/she was called out.
- 15.6 The provisions of Article 15.5 do not apply to an employee who before leaving home is advised of the cancellation of his/her notification or call.
- 15.7 (1996) Overtime will be offered by order of seniority to the qualified employee in the classification working on the assignment. Should there be more than one qualified employee working on the assignment, and should the senior employee refuse the overtime, the junior employee will assume the overtime.

15.8 (2013) Where an employee desires to bank his/her overtime, he/she shall request at the end of each shift.

- (a) Overtime which is banked during the calendar year shall be credited in terms of hours, and when taken as time off, shall be paid out at the employee's regular rate of pay. When an employee leaves the Company all banked hours accumulated during that calendar year shall be paid out in total.

The maximum amount of hours in the bank will be forty (40) hours.

- (b) The company shall keep a record of all banked overtime which shall be available for perusal by the employee.
- (c) Example of banked hours:
1 hour at 1 1/2 times = 1 1/2 hours banked, 1 hour at double time = 2 hours banked.
- (d) Such time off will be taken at a mutually agreed date, consistent with the efficient operation of the Company.

All employees who have banked overtime through the year shall have their hours paid out in full on the last pay day of the year or at their written request have up to forty (40) hours of banked overtime pay deposited to an RRSP as per CRA and Company procedures.

15.9 (2011) An employee called by Royal Service between the hours of 12:00 am and 6:00 am shall receive an allowance equal to one (1) hour straight time pay for answering the call. Should the employee need to come on property at the time of the call, minimum call in pay will apply instead.

ARTICLE 16 - ASSIGNED DAYS OFF DUTY

- 16.1 Except as provided in Article 13.1 a regularly assigned employee shall be assigned two (2) regular consecutive days off duty each week.
- 16.2 Days of service may, on forty-eight (48) hours' notice, be re-assigned when necessary.
- 16.3 On positions where it is not reasonably practicable to provide for regular relief each week, the day or days off for which relief is not provided may be accumulated to a maximum of five (5) days and granted at a time as mutually agreed between the Chief Shop Steward and the General Manager of the Hotel.
- 16.4 An employee required to work on such assigned days off duty shall be paid on the basis of 15-minute increments 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 17 - SENIORITY

- 17.1 Subject to Article 18.1 an employee shall accumulate seniority from the day of his/her last entry into the service in a position covered by this Agreement.
- 17.2 (2013) A seniority list shall be posted on the union bulletin board in January and June of each year accessible to those affected. Such list shall show for each employee their name, position and seniority date, each list will be furnished to the Local Representative of the Union and the Chief Shop Steward of the Union.
- The Company shall furnish in January and June and any other time as reasonably requested to the Local Union by electronic means a list of all bargaining unit employee's along with their seniority date, address and phone number.
- 17.3 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.
- 17.4 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 protested in writing within the sixty (60) day period allowed for correctional purposes except by mutual agreement between the Hotel General Manager and the National Representative of the Union. When the seniority status of an employee is so corrected, the corrected status shall be final.
- 17.5 (2011) An employee who has been or is promoted or transferred to an excepted position, shall retain their seniority rights for a maximum of six (6) months, at which time their name shall be deleted from the seniority list.
- 17.6 (1996) When an employee in an excepted position is released through their position being discontinued, they may within thirty (30) days but not thereafter exercise their seniority rights to any position which he/she is qualified to fill.

ARTICLE 18 - LOSS OF SENIORITY

- 18.1 (2002) An employee shall lose their seniority and their name shall be removed from the seniority list and their employment shall be deemed terminated for the following reasons:
- a) when an employee is discharged;
 - b) when an employee's position is abolished or an employee is displaced and they fail to commence work within thirty (30) days in accordance with the provisions of Article 14;
 - c) when on layoff, an employee fails to report for duty after being notified in accordance with Article 14.8 or fails to give satisfactory reasons for not doing so within seven (7) days of the date of such notification;
 - d) subject to the provisions of article 12, when an employee fails to return on or before the expiration of an authorized leave of absence;
 - e) when on layoff, an employee has not been recalled to work for a period of twenty-four (24) months;
 - f) when an employee in an excepted position is released and fails to exercise their seniority in accordance with Article 17.6;
 - g) when an employee retires with or without pension;
 - h) voluntary resignation.

ARTICLE 19 – POSTING OF POSITIONS

- 19.1 Appointments under the provisions of this Article shall be made by Management based on qualifications and seniority. Qualifications being sufficient, seniority shall prevail. Applicant employees having greater seniority than the employee appointed may lodge grievances according to the provisions of Article 24 within seven (7) days from the date of the appointment.
- 19.2 (1993) When there is a vacancy in an established position or when a new position subject to the terms of this Agreement is created, a notice indicating hours of service and days off, if known, will be posted to the seniority group concerned and the position shall be offered to the senior qualified employee in the seniority group. Should the senior qualified employee decline to accept the position it shall be offered to the other qualified employees in the seniority group in order of seniority until the position is filled. If, after following this procedure, the position cannot be filled, the Hotel may take whatever action it considers necessary to fill it.
- 19.3 An employee temporarily transferred from the Hotel to another Fairmont Hotels & Resorts shall continue to accumulate seniority in the seniority group from which transferred for a period of nine (9) months which may be extended by mutual agreement.
- 19.4 An employee returning from leave of absence, vacation or transfer shall resume his/her former position or, within five (5) days, may exercise his/her seniority to any position filled during his/her absence for which he/she is qualified.
- 19.5 (1990) An employee who is awarded a position shall be given reasonable time in which to demonstrate his/her qualifications, the length of time not to exceed thirty (30) days of compensated service. An employee failing to qualify will be returned to his/her former position without loss of seniority. This period may be extended by mutual agreement.
- 19.6 (2005) If a regular assignment is changed two (2) hours or more for five (5) days or more or the regular assigned rest days of a regular employee are changed for two (2) weeks or more the employee so affected shall, provided that he is qualified, be allowed to displace a junior employee in his/her sub-department (i.e. sub-department Plumber).

ARTICLE 20 - PROBATIONARY EMPLOYEES

- 20.1 (1990) An employee having less than three (3) months' cumulative service will be considered as on probation, and if found unsuitable may be released from the service of the Hotel.
- 20.2 An employee will not be regarded as permanently employed until after three (3) months' cumulative service.

ARTICLE 21 - WORKPLACE HARASSMENT

21.1 (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.

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

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.

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

Any amendments to said policy shall be forwarded to the Chief Shop Steward and a copy shall be sent to the National Representative of the Union.

21.2 **Special Procedure**

(2013) 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 Chief Steward 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 request, shall be represented by the Chief Steward or his/her designated representative of Unifor, Local 4050.
- f) Any witnesses and/or known evidence will be called by either party and such witnesses shall not be penalized by loss of pay.

21.2 cont'd

- 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.
- k) Any and all documents related to a complaint of harassment and or discrimination shall not be subject to the application of clause 24.5.

ARTICLE 22 - REHABILITATION

- 22.1 (1999) The rehabilitation program is a temporary program in which employees may be placed, should they become temporarily unfit to fulfill the requirements of their position. The program allows employees to recuperate in order to be re-instated into their position.
- 22.2 (2005) In the application of this article the provisions contained in the Fairmont Hotels & Resorts policies and procedures on "Return to work Programs" shall apply.
- 22.3 (1999) All known particulars of each case, subject to this article shall be shared by the company and the union.
- 22.4 (1999) An employee who has become unfit 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.
- 22.5 (1999) In dealing with unfit employees, seniority shall govern in respect to preference of shift.
- 22.6 (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.
- 22.7 (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.

22.8 (2011) 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 Union Representative and the Chief Shop Steward will be notified in writing.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

- 23.1 (1990) An employee shall not be disciplined or discharged until the charges against him/her have been investigated. An employee shall not be disciplined or discharged except for just cause.
- 23.2 An employee may be held out of service for investigation for a period not exceeding three (3) days.
- 23.3 (2011) An employee subject to discipline or discharge shall have a fair and impartial hearing prior to any discipline or discharge being imposed or decided upon. The hearing shall be held within ten (10) days after the Company becomes aware of the alleged offence.

Any witnesses requested to attend such hearing shall not be penalized by loss of pay. The hearing will be held during regular business hours.

The Company shall render its decision in writing within five (5) days of such hearing. Any resulting disciplinary action will take effect immediately.

Either party may request an extension of the above time limits for a maximum of five (5) days and such extensions will not be unreasonably withheld.

It is understood that all of the time limits included in this Article are exclusive of weekends and statutory holidays.

- 23.4 (2011) At any hearing the employee must have the Chief Shop Steward present. In the event the Chief Shop Steward is not available and the Company cannot reasonably reschedule the formal meeting, then the employee may have an available unionized member of his/her choice as a witness present at said meeting. Prior to using a witness the Company shall contact the Chief Shop Steward to see if alternative arrangements can be made to have a Steward attend the meeting. When such meetings happen with a witness, the parties shall provide each other with written notes from such hearing.
- 23.5 (2011) If the matter is not settled to the satisfaction of the employee and the Hotel Director, Talent & Culture, Step No. 3 of the Grievance Procedure may be invoked.
- 23.6 (2005) On request the National or Local representatives and the Chief Shop Steward shall be shown all the evidence of a case.
- 23.7 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.

23.8 Interruption of work

(2013) The Union acknowledges that the Union Chief Steward and Union Steward(s) have responsibilities and duties to perform as employees of the Company. The Union Chief Steward 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 Management. Said permission shall not be refused without valid reason. It is understood that said Union Chief Steward 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.

23.9 (2013) Any termination, group or policy grievances may be initiated by either party at Step 3 of the grievance procedure.

23.10 (2013) All copies of any formal written discipline including warnings, suspensions or discharge shall be copied to the Local Union Representative and the Chief Steward.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.1 (2007) When an employee believes he/she has been unjustly dealt with in the application or administration of any of the provisions of this Agreement, his/her grievance shall be dealt with in the following manner. It is agreed that prior to formalizing a grievance in step 1, there shall be a discussion between the employee and/or the Chief Shop Steward and the Department Head:

Step 1

Within ten (10) calendar days from the date the cause of the grievance arose (or within ten (10) calendar days from the date on which the cause of the grievance was discovered, if the circumstances of the case made it impossible for the employee, as the case may be, to know that there were grounds for a grievance) the aggrieved employee or representative may present such grievance in writing to his/her Department Head, who will give a decision as soon as possible but in any event no later than ten (10) calendar days of receipt of the grievance. The employee may be accompanied by his/her Chief Shop Steward if he/she so desires.

Step 2

If such grievance is not settled to the satisfaction of the employee or grievor within ten (10) calendar days of receipt of the decision in Step 1 or there is no decision within the time limits in Step 1, the employee may request the Chief Shop Steward to appeal the decision in writing to the Director, Talent & Culture. A decision will be rendered in writing within ten (10) calendar days of receipt of appeal.

Step 3

(2011) Within ten (10) calendar days of receipt of the decision under Step 2 or there is no decision within the time limits in Step 2, the National Representative or Local Representative of the Union may appeal in writing to the General Manager of the Hotel. A decision will be rendered in writing within ten (10) calendar days of receipt of appeal.

Step 4

(2011) Failing settlement with the National Representative or Local Representative of the Union, matter may be referred to an Arbitrator by either the Hotel General Manager or the National Representative or Local Representative for final and binding settlement without stoppage of work, in accordance with Article 25, within thirty (30) calendar days of the date the matter was referred to the National Representative or Local Representative.

Formal meetings

Should there be a formal meeting to discuss a grievance issued at Step 1 and on, an Employee must have union representation.

- 24.2 (1990) In the event that a grievance is not progressed by the grievor and/or the Union from one step to another within the time limits set forth, the grievance will be considered to have been settled.

- 24.3 The time limits set forth will apply equally to grievances originating with the Company.
- 24.4 (1990) Time limits provided in this Article may be extended by mutual written agreement.
- 24.5 (2011) Provided no offense of a similar nature has occurred, at the end of a eighteen (18) month period of employment following the issuance of a disciplinary letter and/or notice of suspension, such will be removed from an employees disciplinary file and will not be used for any future consideration.

ARTICLE 25 - ARBITRATION OF GRIEVANCES

- 25.1 A request for the arbitration of a grievance shall be made in writing by one party on the other and such request shall contain the names of three persons acceptable to the requesting party as Arbitrator.
- 25.2 Seven (7) days after receipt of the request for arbitration, the other party shall select, as Arbitrator, one of the three persons named in the request, or submit to the requesting party three names of persons acceptable as Arbitrator.
- 25.3 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.
- 25.4 The decision of the Arbitrator shall be final and binding on the parties.
- 25.5 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.
- 25.6 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.
- 25.7 The time limits, as provided herein, may be extended by mutual agreement.

ARTICLE 26 - ATTENDING COURT

- 26.1 (2002) An employee required by the Hotel General 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.

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 27 - HEALTH AND SAFETY

27.1 (2016)

- a) The Company, its employees, and the Union agree to adhere to and uphold the Occupational Health & Safety Policies and Procedures set by Fairmont Hotels & Resorts, as described in the current Manual used and implemented by the joint Health & Safety Committee.
- b) The parties are committed to the protection of all employees against work related injuries and illness through on going education, training and communication.
- c) To fulfill this commitment, the parties will provide and maintain safe and healthy work environments throughout the Company as required by industry standards and in compliance with all applicable legislation.
- d) The parties will work together to eliminate workplace related hazards and strive to prevent workplace accidents through safe work practices, reporting and correcting any potential hazards observed.
- e) The Company and the Union will elect or appoint their own representatives to the joint Health and Safety Committee. The joint Health and Safety committee will include one (1) employee from the grounds department and one (1) or two (2) employees from the maintenance department who shall meet on a regular monthly basis.

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, all members of the Health & Safety Committee will participate in completing regularly scheduled of their Department site inspections and when required they shall also participate in the job site inspections of Zone. Minutes of these meetings shall be kept, posted on all departmental bulletin boards with copies forwarded to the Local Union office and Chief Steward.

It is further agreed that any improvement(s) to the Manual (except those dictated by legislation or Fairmont Hotels & Resorts), will be reviewed by the joint Health & Safety Committee.

f) **Employer responsibility**

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

g) Employee responsibility

(2007) The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Employer 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 or all potential injuries due to unsafe conditions in the interest of prevention.

h) Right to accompany inspector

A Health and Safety Committee Representative for the Union, may, subject to availability, accompany an inspector of the Alberta Workplace Health and Safety on an inspection tours and will be provided access to any subsequent reports which will be reviewed by the Joint Health & Safety Committee.

i) 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 for that time, in accordance with the provisions of the Collective Agreement as it relates to attendance of Company meetings.

j) Right of refusal

In accordance with the Alberta Occupational Health and Safety Act, 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 Company who will investigate the matter and attempt to resolve it. If the matter remains unresolved, further investigation will be required including the Company, the employee, and the Union representative of the Health and Safety Committee or a designate. If the matter still remains unresolved, the Company and the employee or a Union representative shall notify an Occupational Health and Safety Officer for investigation and decision orders if required. The employee may be assigned temporarily to alternative work until the matter is resolved.

k) Employees required by the Company to take sponsored training programs in relation to health, safety and the environment, 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 a maximum of three (3) Health & Safety Union Committee Members time off to a maximum of **three (3) days to attend the Unifor Health and Safety School. The parties agree that based on the Employer's operational requirements, not more than two (2) of the three (3) Committee Members may attend such training programs at any given time during the life of the Collective Agreement and that the**

scheduling of such courses will be subject to Employer approval.

ARTICLE 28 - MISCELLANEOUS

28.1 Service Letters

(2005) An employee dismissed or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid in accordance with the provisions of the Alberta Employment Standards.

28.2 Locker and Washroom Facilities

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

28.3 a) Uniforms and Work Clothes

(1999) Each employee required to wear a uniform will be supplied a uniform by the hotel free of charge. Each uniform will include seasonal outerwear determined by the requirements of the position. Necessary valet and laundry service for such uniforms will be supplied by the hotel free of charge.

Employees will not be permitted to wear any part of their uniform except while on duty. Each employee agrees to keep the uniform in a neat, clean and presentable condition. The Company agrees to replace such uniform when, in the view of the Company, the uniform no longer meets the standards required by the Company.

An employee who's employment ceases with the company for any reason will be required to return all uniform components to the company.

b) Safety Footwear Allowance

(2013) The Company will provide reimbursement of the cost to replace safety footwear, to a maximum of eighty five dollars (\$85.00) per year, for all employees who have completed one (1) year of service in a classification required by the Company to wear such footwear. The Company must approve the style, safety standard, and colour of the shoes.

Grounds department classifications will be provided an additional fifty-five dollars (\$55.00) for the purchase of winter footwear.

Effective February 1st, 2017 – Grounds department classifications will be provided an additional sixty five (\$65.00) dollars for the purchase of winter footwear.

Employees will receive said amount so long as the footwear is worn on the job. Payment will be made upon presentation of purchase receipt, which shall not be more than thirty (30) calendar days following the purchase of said safety footwear.

Employees shall be permitted to carry over a maximum of one (1) year allowance to the next year so as to provide a greater benefit to purchase quality footwear.

28.4 Employee Liability

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

28.5 Posting of Union Notices

(2007) Notices of interest to employees may be posted on the premises by the Union, which shall not be in any way be defamatory to the Company. Two (2) notice boards for this purpose shall be provided by the Hotel. The Union shall also be allowed to post only meeting notices in the maintenance department shops.

28.6 Transferring Employees

An employee transferred by the direction of the Hotel Management to a position that necessitates a change of residence, will receive free transportation of 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.

28.7 Other than clean up of their own work, employees will not be required for more than fifteen (15) minutes per day to perform work outside their own classification, except in an emergency.

28.8 (1993) Contracting Out

Except current and/or agreed work contracted out, should the Company find it necessary to contract out maintenance work presently performed by employees of the bargaining unit and said contracting out would have an adverse effect on current employee(s), it agrees to the following:

- (a) to provide the Union, in writing, with a minimum of thirty (30) calendar days advance notice of the proposed contracted out work;
- (b) to meet with the Union, prior to the contracted out work being agreed to 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) above 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 contracted out work may have on those employees directly affected.

28.9 Tool Allowance

(2002) Where an employee is expected to provide certain tools necessary in performing daily duties, the following will apply:

- (a) (2011) the employee must supply a complete and current inventory of all personal tools, as identified for each classification, to the building superintendent or designate by February 1st annually, as described per classification in Letter of Agreement No. 2.
- (b) (2005) 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, which shall be not more than thirty (30) calendar days following the purchase, and with the approval of the building superintendent or designate, reimburse one hundred percent (100%) of the cost of replacement with a tool equivalent to that inventoried, to a maximum of one hundred dollars (\$100.00) in a 12 month period ending January 31st.
- (c) employees are at all times responsible for the security and safekeeping of their tools.
- (d) (2005) unless due care and concern is demonstrated to Management's satisfaction, an employee shall not be reimbursed in accordance with 28.9 (b) for lost inventoried tools as indicated in (a) above.

28.10 Personnel File

Employees have the right to view their personnel file upon written request to the Director, Talent & Culture or designate and, if they so desire, may request to have the Chief Shop Steward present when doing so.

28.11 (2005) After the signing of the agreement, the Company will supply the union with fifty (50) copies of the collective agreement.

28.12 Early Retirement Allowance

(2009) Effective January 1st, 2008 and every year thereafter, 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.

ARTICLE 29 - PENSION PLAN

- 29.1 (2011) The Fairmont Hotels Pension Plan for the employees of the Fairmont Chateau Lake Louise shall be administered and controlled by Fairmont Hotels & Resorts.
- 29.2 (2011) 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.
- 29.3 (2011) A regular full-time employee shall become eligible to participate in the Pension Plan following six (6) months of continuous full-time employment at Fairmont Chateau Lake Louise.
- 29.4 (2011) In addition to this, 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.
- 29.5 (2011) It is understood that all terms and conditions connected with this Plan will be regulated and administered as set forth in the Plan.
- 29.6 (2011) The Company will commit to provide information on the pension plan to eligible employees. Information on the pension plan will be in the "My pension and benefits" publication for unionized employees and will be available and distributed to employees.

ARTICLE 30 - DURATION

30.1 Unless stated differently this Agreement shall become effective February 1st, 2019, and will remain in effect until January 31st, 2022 and thereafter; subject to sixty (60) days notice in writing from either party of their desire to revise, amend or terminate it.

Signed at Lake Louise, Alberta this 21st day of June 2019.

FOR:
FHR LAKE LOUISE OPERATIONS
CORPORATION (THE FAIRMONT
CHATEAU LAKE LOUISE)

FOR:
UNIFOR
LOCAL 4050

Michael Vos
Legal Counsel

Rod Wood
National Representative - UNIFOR

Carolyn Brathwaite
Director, Talent & Culture

Jay Thompson
Service Representative - UNIFOR

Rebecca Kistner
Assistant Director, Talent & Culture

Chad Watson
Shop Steward

Imran Ali
Regional Director, Engineering

Jamie Cogan
Shop Steward

Glen Peden
Shop Steward

SCHEDULE "A" - HOURLY RATES OF PAY

Job Classification	Present	(Lump sum pay out)	Retro. Feb 1st, 2019	Feb 1st, 2020	Feb 1st, 2021
Lead Hand Engineer	\$35.15	3%	\$2,193.36	\$35.85	\$36.57
Engineer	\$31.58	3%	\$1,970.59	\$32.21	\$32.86
Lead Hand Electrician	\$35.45		\$36.36	\$37.09	\$37.83
Electrician	\$34.30		\$35.19	\$35.89	\$36.61
(* 4 th Year Apprentice	\$27.43		\$28.18	\$28.74	\$29.32
(* 3 rd Year Apprentice	\$24.01		\$24.69	\$25.18	\$25.69
(* 2 nd Year Apprentice	\$20.57		\$21.18	\$21.61	\$22.04
(* 1 st Year Apprentice	\$17.15		\$17.69	\$18.05	\$18.41
Lead Hand Carpenter	\$35.45		\$36.36	\$37.09	\$37.83
Carpenter	\$34.30		\$35.19	\$35.89	\$36.61
(* 4 th Year Apprentice	\$30.86		\$31.68	\$32.31	\$32.96
(* 3 rd Year Apprentice	\$27.43		\$28.18	\$28.74	\$29.32
(* 2 nd Year Apprentice	\$24.01		\$24.69	\$25.18	\$25.69
(* 1 st Year Apprentice	\$20.57		\$21.18	\$21.61	\$22.04
Lead Hand Plumber	\$35.45		\$36.36	\$37.09	\$37.83
Plumber	\$34.30		\$35.19	\$35.89	\$36.61
(* 4 th Year Apprentice	\$27.43		\$28.18	\$28.74	\$29.32
(* 3 rd Year Apprentice	\$24.01		\$24.69	\$25.18	\$25.69
(* 2 nd Year Apprentice	\$20.57		\$21.18	\$21.61	\$22.04
(* 1 st Year Apprentice	\$17.15		\$17.69	\$18.05	\$18.41
Lead Hand Painter	\$34.28	3%	\$2,139.07	\$34.97	\$35.66
Painter	\$33.06	3%	\$2,062.94	\$33.72	\$34.40
(* 3 rd Year Apprentice	\$28.10	3%	\$1,753.44	\$28.66	\$29.24
(* 2 nd Year Apprentice	\$25.79	3%	\$1,609.30	\$26.31	\$26.83
(* 1 st Year Apprentice	\$18.17	3%	\$1,133.81	\$18.53	\$18.90
Lead Hand Maintenance Person	\$31.43	3%	\$1,961.23	\$32.06	\$32.70
Maintenance Person 4	\$27.47	3%	\$1,714.13	\$28.02	\$28.58
Maintenance Person 3	\$24.30	3%	\$1,516.32	\$24.79	\$25.28
Maintenance Person 2	\$21.28	3%	\$1,327.87	\$21.71	\$22.14
Maintenance Person 1	\$20.08	3%	\$1,252.99	\$20.48	\$20.89
Lead Hand Grounds	\$22.43		\$23.08	\$23.54	\$24.01
Senior Grounds Person	\$19.51		\$20.10	\$20.50	\$20.91
Grounds Person	\$16.68		\$17.21	\$17.56	\$17.91

NOTE: Employees hired to become apprentices will be paid at the apprentice rate of pay for a maximum of sixty (60) days and if apprenticeship papers are not signed within the sixty (60) days, the employees will be reclassified as Maintenance Person 1 and paid at Maintenance Person 1 rate of pay.

(1996) Apprentice shall be paid in accordance with the Alberta apprenticeship act which is as follows:

Rate will be based 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%	N/A

(2009) An employee required to work on a roof where the use of a harness is mandatory will receive in addition to their regular wages the sum of three dollars (\$3.00) per hour for all time so occupied.

(1990) It is understood that a grounds person upon completion of twenty-six (26) weeks work as a grounds person will be at the rate of a senior grounds person. The company reserves the right to pay the higher rate at an earlier date.

(1990) All rate increases are to take effect on the first day of the first pay period beginning on or closer to the effective date.

(2016) Should a non-ticketed journey trades person occupy a journey person or Lead Hand classification (Carpenter or Painter) that person shall receive thirty (.30) cents less than the posted rate for journey person or lead hand.

ROOMS AND MEAL DEDUCTIONS

(2005) The room and meal charges will be subject to the provisions contained in the letter of understanding.

<u>Type of accommodation</u>	Feb-19	Feb-20	Feb-21	Feb-22
Spruce Grove:	\$17.80	\$18.33	\$18.88	\$19.45
Hector or buildings on to four (studio)	\$14.00	\$14.42	\$14.85	\$15.30
Buildings one to four (four or five persons)	\$9.77	\$10.06	\$10.36	\$10.68
Lofts:	\$9.77	\$10.06	\$10.36	\$10.68

The above room rates are maximum rates and shall not apply to any Management and/or Supervisory Units. Furthermore any taxes associated with a subsidized and/or free room shall be assumed by the employee.

(2013) Effort will be made to provide single bedroom accommodations for all employees or as provided for elsewhere in the Company handbook.

The Company reserves the right to establish and apply a new rate for new and/or altered housing.

	Feb. 2019	Aug. 2019	Aug. 2020	Aug. 2021
Meals (*):	\$5.00	\$6.16	\$7.00	\$7.35

(*) **Definition of a meal:** A meal consists of any combination of two courses. A course can be interpreted as one of the following: soup or salad, beverage, main course.

The above meal rate is a maximum average rate for the three daily meals.

(2005) The Company commits itself to continue the practice of providing one (1) free employee duty meal to all Lead Hand employees on a year round basis, also to any employee acting as a lead hand in replacement for vacation, sickness or injury exceeding a regular work week. Said meal shall be taken in the colleague cafeteria.

(1999) A duty meal will be provided for the Evening or Night Maintenance Person, if due to exceptional circumstances he/she is requested by Management to work through his/her break period, provided that the cafeteria is not open.

(2005) The above rates maybe implemented in full during the course of the calendar year indicated above, without further notice to the employees. Furthermore, the above rates will not exceed the Company rate structure for the accommodations or the meals.

(2002) FOLLOWING ITEMS LISTED BELOW WILL NOT BE CONSIDERED AS PART OF THE COLLECTIVE AGREEMENT, BUT WILL BE CONSIDERED AS A LETTER OF UNDERSTANDING AGREED TO BY BOTH PARTIES.

LETTER OF AGREEMENT NO. 1 – MEALS (2013)

BETWEEN

THE FAIRMONT CHATEAU LAKE LOUISE

AND

UNIFOR
LOCAL 4050

- a) Should the Company decide to provide a free meal per day to the employees of The Fairmont Chateau Lake Louise, the same will apply to all the employees covered by this agreement.
- b) (2011) It is also understood that present employees occupying the classification of Lead Hand [REDACTED] and who presently have three free meals a day will have said benefit grand fathered.
- c) Following the ratification Lead Hand employees, who are presently entitled to three (3) free daily meals, will notify the Director, Talent & Culture of their choice on the daily free meals entitlement to: either keep the three (3) free meals, reduce to one (1) free meals or opt out totally and will have the proper taxes applied.
- d) The Company agrees to allow all employees to opt in and out of the meal plan provided for in this agreement on a monthly basis.

Renewed 2016
Renewed 2013
Resigned as amended 2011
Renewed 2009
Original letter June 2007

LETTER OF AGREEMENT NO. 2 - TOOL LIST

BETWEEN

THE FAIRMONT CHATEAU LAKE LOUISE

AND

UNIFOR
LOCAL 4050

The following describes the minimum tool list required by each employee per applicable classification and is subject to the provisions of Article 28.9.

Renewed 2016
Renewed 2013
Resigned as amended 2011
Renewed 2009
Renewed 2007
Original letter January 14th, 2005

TOOL LIST BY CLASSIFICATION - EFFECTIVE TERM OF THIS AGREEMENT

Electrician Classification

1. Tool Pouch & Belt
2. 16 ft. Tape Measure
3. Linesmen Pliers
4. Diagonal Pliers
5. Set of Robertson Screw Drivers - one of each red. green. black
6. S&L Phillips Screw Drivers
7. S&L Flathead Screw Drivers
8. 8" adjustable wrench
9. Wire Strippers
10. Utility knife
11. Hammer
12. Pocket Level
13. Needle nose pliers
14. Pump Pliers
15. Centre Punch
16. Cold Chisel
17. Set of Stubby Screw Drivers one of each green Rob, red Rob, one phillips, one flathead (substitution allowed for a small stubby kwick pick tool or equivalent)
18. $\frac{3}{8}$ - 7/16 - $\frac{1}{2}$ - 9/16 open end wrenches

Carpenters Classification

1. Tool Pouch & Belt or Tool Box
2. 10 ft. Tape Measure
3. Set of Robertson Screw Drivers
4. S&L Phillips Screw Drivers
5. S&L Flathead Screw drivers
6. 10" adjustable wrench
7. Utility knife
8. Hammer
9. Pocket Level
10. Small Square
11. Assorted wood Chisels

Painters Classification (2011)

1. 6 inches Putty knife
2. 3 inches Putty knife 3
3. 2 inches Putty knife
4. 5 in 1 Tool
5. Utility Knife
6. Multi bit Screw Driver
7. 16 foot measuring tape

Maintenance Classification

1. Tool Pouch & Belt
2. 16 ft. Tape Measure
3. Set of Robertson Screw Drivers - one of each red, green, black
4. S&L Phillips Screw Drivers
5. S&L Flathead Screw Drivers
6. Set of Stubby Screw Drivers - one of each - green Rob, red Rob, one phillips, one flathead (substitution allowed for a small stubby kwick pick tool or equivalent)
7. 8" adjustable wrench
8. Utility knife
9. Hammer
10. Pocket Level
11. Wood Chisel-medium
12. Needle nose pliers
13. Water Pump Pliers
14. Centre Punch
15. Cold Chisel
16. $\frac{3}{8}$ - 7/16 - $\frac{1}{2}$ - 9/16 open end wrenches
17. Large Pliers

Plumbers Classification

1. Tool Pouch & Belt
2. 16 ft. Tape Measure
3. Tin Snips
4. Set of Robertson Screw Drivers - one of each red, green, black
5. S&L Phillips Screw Drivers
6. S&L Flathead Screw Drivers
7. 8" adjustable wrench
8. $\frac{3}{8}$ - 7/16 - $\frac{1}{2}$ - 9/16 open end wrenches
9. Utility knife
10. Hammer
11. Pocket Level
12. Set of Stubby Screw Drivers - one of each - green Rob, red Rob, one phillips, one flathead (substitution allowed for a small stubby kwick pick tool or equivalent)
13. 8" pipe wrench
14. Needle nose pliers
15. Large Pliers
16. Water Pump Pliers
17. Centre Punch
18. Cold Chisel - one medium

LETTER OF AGREEMENT NO. 3 – HOLIDAY DECORATIONS

BETWEEN

THE FAIRMONT CHATEAU LAKE LOUISE

AND

UNIFOR
LOCAL 4050

As per previous discussions, it is understood that the installation of seasonal decorations and garlands for the Holiday Season will be performed through the use of function help of in-house departments.

Renewed 2016
Renewed 2013
Renewed 2011
Original letter 2009

**LETTER OF AGREEMENT NO. 4 - NATURE OF COMMUNICATIONS
(2007)**

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, Citizenship and Multiculturalism Act of Alberta.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of the Fairmont Chateau Lake Louise 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.

Renewed 2016
Renewed 2013
Renewed 2011
Renewed 2009
Original letter June 2007

LETTER OF AGREEMENT NO. 5 - ASBESTOS
(2007)

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 Chief Shop Steward, a copy of Asbestos Consultation reports;
- have, available for review by the Chief Shop Steward, 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 Chief Shop Steward 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.

Renewed 2016
Renewed 2013
Renewed 2011
Renewed 2009
Original letter June 2007