

**CAPITAL HOTEL LIMITED PARTNERSHIP
(FAIRMONT CHÂTEAU LAURIER)**

AND

**(UNIFOR-CANADA)
LOCAL 4270**

**GOVERNING EMPLOYEES OF
FAIRMONT CHÂTEAU LAURIER
OTTAWA, ONT.**

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Article 1 – Scope

1.1 **Bargaining unit**

(99) Excluding personnel from Agencies working in the Banquets Department, the provisions of this Agreement shall apply to employees of Fairmont Château Laurier, Ottawa, Ontario, holding positions coming within the classifications listed in Schedule “A” or Appendix “A” of this Agreement and to employees assigned to positions within classifications similar in kind or class to those listed in Schedule “A” or Appendix “A”.

1.2 **Excluded positions**

The provisions of this Agreement shall not apply to persons employed in classifications listed in Schedule "B" hereof or to persons assigned to classifications similar in kind or class to those listed in Schedule "B" hereof which might be created during the term of this Agreement.

1.3 **Contracting out**

(14) 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) the Company will provide the Union, in writing, with a minimum of thirty (30) calendar days advance notice of the proposed change;
- (b) at the Union’s request, and within the specified time indicated in (a) above, meet prior to the proposed change to explain why the work must be contracted out and to consider any Union proposals which may enable the work to be continued within the bargaining unit, within budget and/or time frame;
- (c) If following (b), it is necessary to contract out the work, the Company and the Union shall meet with a view to reducing the adverse effect such a change may have on those employees directly affected, by maintaining their hours and their rate of pay. The Company shall ensure that all affected employees wishing to remain in the employ of the Company shall do so.

The foregoing limitations shall not apply to any work that is presently contracted out, nor shall it apply to work contracted out because of renovation programs or for which such work is to be completed within a specified time or to work performed by “Personnel from Agency”.

It is further agreed that, should the Company not have the necessary equipment/machinery or experience difficulty in either promoting qualified employees or hiring qualified employees, it will be allowed to contract out work presently done by employees covered by the scope of this Agreement.

Article 2 - Definitions

2.1 For the purpose of this Agreement:

- (a) (96) "**Employee**" means a person occupying a position covered by the scope of this Agreement and holding seniority under the terms of this Agreement. Where the male gender is used in this Agreement, it will be understood to include the female gender.

- (b) "**Full-time employee**" means an employee working in a position covered under Schedule "A" or Appendix "A" of this Agreement and who is normally scheduled to work a minimum of twenty-four (24) regular hours or more per week. It is understood and agreed that said employee must be available to work all regular hours up to and including forty (40) regular hours within any week, failing which said employee shall have his status of full-time employee changed to that of part-time employee.

(08) Notwithstanding the above, should a full-time employee, with less than eighteen (18) months of continuous service, have limited availability, he shall only have his status changed to part-time providing a part-time position is available. If a part-time position is not available, the employment relationship will end.

- (c) (14) "**Part-time employee**" means an employee working in a position covered under Schedule "A" or Appendix "A" of this Collective Agreement and who is normally scheduled to work less than twenty-four (24) hours per week and whose schedule can be altered from week to week and/or an employee who has his status modified as per clause 2.1 (b).

For the purpose of greater clarity, an employee shall only move from part time to full time status in the following situations:

- I. when his regular hours worked have, after the fact, resulted in a minimum average of twenty-four (24) hours per week for the previous thirty-eight (38) week period in the same classification within the same Department;

or

- II. when he was successful in his bid on a full-time position save and except if said full-time position is deemed to be of a temporary nature.

Said part-time employee shall then be considered a full-time employee, his part-time status shall then be changed to full-time status and he shall become entitled to all rights and benefits applicable to full-time employees. Furthermore, he shall start to accumulate seniority as a full-time employee from the date he obtains the full-time position.

In the application of this clause, hours worked in replacement of authorized leave

of absence, extended absence (illness or accident) and maternity/parental leave will not be included in the computation of (I) above. Prior to any replacement, the Company shall provide notice to the Union of the absence. The Company shall provide to the Union the name of the employee who successfully applies for the temporary position.

- (d) (05) "**Part-time employee list "B"**" means the list of part-time employees working in the Banquets Department and who are scheduled to handle surplus work. They shall be governed by Appendix "A" of this Agreement

"**Part-time employee list "A"**" means the capped list of part-time employees as described in Appendix "A".
- (e) "**Company**" means Fairmont Château Laurier.
- (f) (96) "**Union**" means UNIFOR-Canada, Local 4270.
- (g) "**Scheduled position**" means a position coming within the scope of this Agreement.
- (h) (99) "**Excepted position**" means a position which is excluded from the scope of this Agreement.
- (i) (99) "**Qualifications**" means the required ability to perform the duties of a position.
- (j) (99) "**Qualified employee**" shall mean an employee possessing all qualifications defined in (i) above.
- (k) (91) "**Work week**" shall be defined as starting at 0:01 hr on Friday and ending at 24:00 hr on the following Thursday.
- (l) (96) "**Lay-off**" means an interruption of work for a period of seven (7) consecutive days or more.
- (m) (96) "**Abolishment of a position**" means the elimination of the position which an employee occupies and not only a modification in the job tasks performed or assigned to the employee within his position.

- 2.1 (cont'd)
- (n) (02) **Personnel from Agencies** shall not be considered as employees of the Company. It is agreed that the provisions of Appendix "A", 3- (c) v) and 7- (a) shall apply to Personnel from Agencies.
- 2.2 **Gender**
- (08) Where this Agreement refers to the masculine it is intended to also refer to the feminine and vice versa.

Article 3 - Deduction of Dues

3.1 Deduction of dues

(96) The Company shall deduct on each pay period from wages due and payable to all employees covered by this Agreement an amount equivalent to the uniform dues of the Union subject to the conditions and exceptions set forth hereunder.

The Company shall indicate on the T-4 slip, the yearly dues deduction.

3.2 Amount to be deducted

(96) The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement, excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

The Hotel shall deduct on the payroll from wages due and payable to an employee who occupies a position covered by the terms of the Agreement and who individually and voluntarily authorizes the Hotel to make such deduction, an amount equivalent to the initiation fee as per the Union constitution and also the same shall apply in cases of special assessment, subject to the conditions and exceptions set forth hereunder, and shall remit to the designated officer of the Union such amount.

3.3 Excepted positions

Employees filling excepted positions shall be exempted from dues deduction.

3.4 Membership's liability

(14) Membership in the Union 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 by the Union. Membership shall not be denied for reasons of race, national origin, colour, sexual orientation or religion.

3.5 Beginning of deductions

Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service in a scheduled position.

3.6 Insufficient wages

(93) If the wages of an employee payable on a 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 by the Company in such pay period. The Company shall not, because the employee did not have sufficient wages payable to him on any pay period, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.

3.7 Priority deductions

Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

3.8 Statement

(96) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Union no later than fifteen (15) calendar days into the following month.

3.9 Company's liability

(96) The Company 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 Company shall adjust it directly with the employee within a mutually agreed payment schedule. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer or officers of the Union.

3.10 Recognition of services performed by the Company

(96) The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

3.11 Legal action

(96) 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 Company pursuant to the first paragraph of this Article, 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 Company 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 4 - Seniority

4.1 Seniority lists

(99) One seniority list for full-time employees and one seniority list for part-time employees shall be maintained for each Group mentioned in Schedule "A" or Appendix "A" hereto. The name of a person or an employee shall be placed on the appropriate seniority list for a Group immediately upon being employed on a scheduled position within that Group. In the application of seniority, employees covered by Appendix "A" shall be considered as a Group.

4.2 Posting of lists

(05) A seniority list for each seniority Group, one (1) for full-time employees and one (1) for part-time employees, shall be posted by the Company on May 1st and on November 1st of each year. Such lists shall show for each employee: the name, position and date from which seniority is accumulated. The Company shall furnish the Accredited Representative and the Local Chairperson of the Union copies of each list. The seniority list, on its posting date, shall be explained by the Department Head to the employees whose names appear on it and who are working in said Department. For the Banquets Department, there shall be one list for full-time employees, one for list "A" employees and one (1) for list "B" employees. If an employee is absent on the date of the posting, Management shall explain this list to said employee on or about his first day of actual return to work.

4.3 a) Change in status

(02) Following the application of clause 4.9, should a full-time employee's status be changed to that of a part-time employee, said employee's seniority shall be retained on the full-time seniority list, and the employee shall be slotted into the part-time seniority list and will continue to accumulate seniority therein. When the employee is subsequently returned to his previous full-time position, he shall have his seniority transferred to the full-time seniority list.

b) Change in status following application of 2.1 b)

(02) If, following the application of clause 2.1 b), a full-time employee's status is changed to that of a part-time employee, said employee's seniority shall be retained on the full-time seniority list and the employee shall be inserted at the bottom of the part-time seniority list and he shall start to accumulate seniority thereof.

(08) Should said employee be awarded a full-time position, for which he holds seniority, he shall be re-slotted with his full-time seniority held prior to being moved to the part-time seniority list. The accumulated part-time seniority shall be retained on the part-time seniority list but not transferred to the full-time seniority list.

4.3 (cont'd)

c) **Part-time employees**

(05) Part-time employees shall accumulate seniority based on a prorata system, i.e. forty (40) hours equal one (1) week and two thousands eighty (2080) hours equal one (1) year.

An up-dated list of hours worked by part-time employees will be supplied to the Local Chairperson, within the first fifteen (15) calendar days of every month, by the Human Resources Department.

d) **Movement between groups**

(08) For the purposes of clause 5.2, an employee can accumulate seniority in more than one group if he is active in each group and exercise said seniority, so long as he has accumulated more than two hundred and forty (240) hours in that group. However, if he is the successful candidate he shall be subject to the full trial period.

4.4 **Errors made to the seniority list**

Errors made to the seniority list during its compilation shall be corrected by the Local Chairperson and the Human Resources Department within thirty (30) calendar days after the date of posting. If no error is reported after two (2) consecutive postings without correction, the seniority date shall become permanent.

(14)The Hotel is prepared to meet with the Union and review the next seniority list for the purpose of correcting any and all errors, subject to the Union providing evidence of the error. This seniority list is thereafter to be signed off as correct. There shall be no retroactive effect of any correction.

4.5 **Temporary assignment**

(05) The name of an employee who has been or is appointed from a scheduled position to employment in an excepted position shall be retained on the seniority list of the seniority Group from which he was appointed and shall not accumulate seniority while occupying a temporary assignment in an excluded position. This privilege is accorded once a year per individual. and it shall be for a period not to exceed three (3) months, except in the following replacement cases: maternity and/or parental leave, sick leave or absence due to an accident.

Upon the application of the provisions of clause 4.6, said employee shall then be slotted back into the proper seniority list from which he came from and shall resume accumulating seniority.

4.6 Return to former position

(91) An employee so promoted, when released, may within five (5) working days from such a release from an excepted position, return to his former position provided his position is not occupied by a senior employee. He may alternatively exercise his seniority right to any position in his seniority Group which he is qualified to fill and which was bulletined during the time he occupied such an excepted position.

(99) Except in the application of the second (2nd) paragraph of clause 4.5, such employee shall also have the right to return to his former seniority Group if he so desires during the three (3) month period in which he was promoted provided he serves a thirty (30) day notice in writing to the Director, Human Resources or his representative not later than three (3) months from the date of his promotion, after which time his name shall be removed from the seniority list.

4.7 Lay-off situations

(14) Lay-off situations shall be governed by all of Part XV of the *Ontario Employment Standards Act*. The Company shall, prior to the lay-off, furnish to the employee a notice of lay-off with a copy to the Union. A record of employment shall be provided to the employee within five (5) days of the notice.

4.8 Reducing forces

(96) When reducing forces through lay-off or abolishment of a position, senior qualified employees will be permitted to exercise their seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee within their respective Group.

4.9 Exercise of seniority

(99) An employee who is laid-off, displaced or whose position is abolished shall, provided he has completed his probationary period and has the qualifications to perform the work, exercise his seniority in the following manner:

- (a) within his present classification, failing which,
 - (b) within his present Group, failing which,
 - (c) within his previous seniority Group, failing which,
 - (d) may exercise his seniority within any other Group covered under Schedule "A"
- or
- hold himself available for part-time employment,
- or
- take a lay-off.

For the purpose of the application of clause 4.9 (d), the seniority date will be the last date of hire.

An employee shall notify the Company of his choice of one of the foregoing, contained in d), within five (5) calendar days from the date of his notice of layoff, failing which he shall forfeit his seniority.

4.10 Employee on a leave of absence or vacation

When an employee is on a leave of absence or vacation granted by the Company on the date of his displacement or the abolition of his position, the time limits established in Article 4.9 shall apply from the date of his return to work.

4.11 Employee's current address

To be eligible for recall, a laid-off employee must keep the Director, Human Resources or his representative informed of his current address.

4.12 Recall of a laid-off employee

Notwithstanding the provisions of clause 4.13, a laid-off employee who fails to report for duty after receiving notification by registered letter, with copy to be forwarded to the Local Chairperson, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of the date of such notification, shall forfeit his seniority rights and his name shall be removed from the seniority list.

4.13 Employment outside of the bargaining unit

(93) A laid-off employee who is otherwise employed outside of the bargaining unit at the time of recall may, without loss of seniority, refuse recall to a position within his classification of less than ninety (90) days' duration, or a position outside his classification for any duration, provided that another junior qualified laid-off employee is available. An employee who, as a result of the application of the present clause, has refused a recall shall not be entitled to submit a grievance following the recall of another employee.

4.14 Full-time versus part-time seniority

All full-time employees shall be considered senior to any part-time employees when permanent vacancies or positions are bulletined in accordance with the provisions of Article 5.

4.15 Filling new positions during lay-off

(91) A laid-off employee having the qualifications shall be given preference of employment in filling new positions or vacancies in other than his own seniority Group when no qualified laid-off employee is available in such Group. An employee engaged under this Article in another seniority Group will accumulate seniority in such Group only from the date he starts work therein.

4.16 Seniority rights relating to part-time employees

(91) Seniority rights relating to part-time employees shall be as follows:

- (a) A part-time qualified employee shall be given preference to full-time vacancies or positions arising in his department over part-time employees in other departments.
- (b) A part-time employee taking such vacancy will accumulate full-time seniority within the Group only from the date he started work therein. Said employee shall retain his part-time seniority until such time as he subsequently exercises his seniority to another full-time position in another seniority Group.

4.17 Lost of seniority for a part-time employee

A part-time employee having been given at least twenty-four (24) hours' notice of employment who refuses two (2) consecutive calls without bona fide reasons shall forfeit his seniority.

4.18 Preferences

(a) (93) Within any particular classification within a department, preference shall be given in accordance with seniority as to allocation of days off, shifts, holidays and the like, subject to the employee exercising seniority having the required qualifications.

NOTE: This clause is not to be used for the purpose of circumventing assigned shifts and days off which are indicated on bulletins as per clauses 5.5 (e) and 5.5 (f).

(b) (02) The preference of allocation of days off and shifts, as indicated in a) herein, shall only apply at the time the work week schedule is posted. It is understood and agreed that, once an employee has made his preference known, it shall be for the posted shifts and days off corresponding to an entire work week. This sub-clause shall not apply to employees covered under Appendix "A", who shall be governed by the provisions of Appendix "A" 3 (c).

(c) (02) Furthermore, an employee scheduled to work as a trainee with another employee shall not be displaced as it relates to preference of days off and shifts. A trainee will not displace a regular employee from his shift.

4.19 Lost of seniority

(99) An employee shall lose all seniority rights and his employment shall be deemed to have terminated if:

- (a) he resigns;
- (b) he is dismissed for just cause;
- (c) he is laid off or his position is abolished and he fails to exercise his seniority;
- (d) (02) while on lay-off, he is not recalled to duty for a period of time equal to the length of his continuous service, in any event this period shall not exceed five-two (52) weeks;
- (e) he is absent for three (3) consecutive days or more without a valid and justifiable reason.

Article 5 - Bulletining of Positions

5.1 Appointments

- a) Appointments under the provisions of this Article shall be made by the appropriate supervisory officer of the Company on the basis of the qualifications and seniority of the applicant. The Company will be the judge of qualifications, subject to the right of appeal by a disqualified applicant, in accordance with the Grievance Procedure.
- b) (05) An applicant who has failed a test shall be informed in writing by an officer of the Company of such failure as well as of the lack of qualifications to fill the position. The only purpose for the letter is to inform the employee of the skills and knowledge he needs to improve in order to meet the requirements of the job.

5.2 Posting of vacant positions

(08) In the case of a vacancy whether of an established or new position of more than fifteen (15) working days anticipated duration, the vacancy shall be made known to all employees by posting a notice on the appropriate bulletin board in advance, and in any event not less than five (5) calendar days.

Provided that applicants have the qualifications and seniority, the filling of such vacancy shall be made in accordance with the provisions of clause 5.6 or clause 5.7 whichever one is applicable.

As soon as the successful applicant is awarded the position, the Local Chairperson will be supplied with a copy of each bulletin as well as a list of applicants.

5.3 Awarding a position

(91) Notwithstanding the provisions of clause 5.2, within any particular classification within a department, preference shall be given to qualified employees in order of seniority desiring vacancies having more than three (3) days' but less than fifteen (15) days' anticipated duration whenever such vacancies represent increased potential earnings or a clear change of shift for the employee, provided there is sufficient personnel to cover the operation and that no overtime is incurred due to such a move.

In the case of vacancies of less than three (3) days' anticipated duration within a department, changes shall be made in accordance with the above only when such changes can be made within the scope of staff scheduled for work at the time or if such changes do not adversely affect service to the guests.

5.4 A full-time position declared vacant

(91) A full-time position shall be declared vacant and a notice posted in the Department concerned, and it shall be filled based on the qualifications and seniority of the applicant(s) of said Department. Once the first said vacant position has been filled, all subsequent vacancies will be adjusted within the Department in accordance with qualifications and seniority, when:

- (a) the regularly-assigned hours of work are changed by two (2) hours or more on a permanent basis, except as provided in note hereto:

Note: When it is necessary to change the hours of assignment by two (2) hours or more for short temporary periods not exceeding ten (10) working days, an employee of the Housekeeping or Maintenance departments who is required to perform duties which cannot be conducted during normal working hours in public rooms and/or areas, the employee affected shall be given thirty-six (36) hours' notice and notice of positions 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 hourly rate for the first shift of the next assignment and his hourly rate thereafter until the completion of the assignment.

- (b) regularly assigned days off changed;
- (c) the rate of any classification is changed other than a change pursuant to the provisions of Article 10.5.

Furthermore the provisions contained under clause 5.2 shall only apply when all departmental adjustments have been made and a position remains vacant.

5.5 Information on bulletin

Each notice posted or bulletined shall show:

- (a) Descriptive classification;
- (b) Rate of pay;
- (c) Effective date;
- (d) If temporary, approximate duration;
- * (e) Assigned days off;
- * (f) Hours of assignment.

* Shall only be shown on bulletin when known.

5.6 Application for vacant position

(96) Employees desiring such positions shall, within the five (5) calendar days of the notice posted, make application to the Director, Human Resources or his representative for the vacancy. When bulletined, such application shall be in writing and shall set out the employee's qualifications for the vacancy. The name of the successful applicant shall be bulletined forthwith and shall remain bulletined for at least five (5) calendar days. Upon request, the Company will furnish the employee with a copy of the application form.

If requested, unsuccessful applicant shall receive an explanation regarding his refusal for the position.

5.7 Application from employees in another seniority group

(96) If no application is received from a qualified employee in the seniority Group of the notice or bulletined positions, applications from employees in other Groups shall be given preference in filling the position. A successful applicant shall retain his original seniority and shall accumulate seniority in the Group to which he transferred from the date of assuming the position. If released or displaced from the position he shall, within five (5) calendar days, provided he has the qualifications to perform the work :

- (a) return to his former position; should said position no longer exist, he shall
- (b) displace a junior employee in his present Group.

Having once changed positions, the employee shall only retain seniority in the Group into which he changed and, additionally, he will not be allowed to apply for a posted or bulletined position in his previous Group unless released or displaced or unless no application is received from the seniority Group in question.

5.8 Seniority in more than one Group

(08) Except as provided under clause 4.3, an employee will not be allowed to accumulate seniority in more than one (1) Group at the same time. Seniority may therefore be accumulated in the seniority Group in which the employee transferred and he shall retain his seniority in the immediate seniority Group from which he transferred.

5.9 Expiration of a temporary assignment

(02) Upon the expiration of a temporary assignment, an employee so assigned shall be returned to his regularly assigned position without loss of seniority.

5.10 Ability to perform the work

- a) (02) An employee who is appointed to a position in accordance with the provision of clause 5.1 will receive a full explanation and will be shown the duties of the position, and he must demonstrate his ability to satisfactorily perform the work within a reasonable trial period of up to thirty (30) working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his ability to satisfactorily perform the work, the employee shall be returned to his former position without loss of seniority.

- b) (2011) An employee who is appointed to a position in accordance with the provision of clause 5.1 will have fifteen (15) days during which time he may return to his former position if he finds the new appointment unsuitable. However, should the employee apply for the same position within twenty-four (24) months of his returning to his former position, the Company reserves the right to reject the employee's application. Should the employee return to his former position, the next senior qualified applicant shall be appointed to the position in question without a further bulletin.

5.11 Employee on a leave of absence

(14) An employee returning to his former position from a leave of absence or vacation may request, within five (5) calendar days, to view all vacancies posted or bulletined during his absence or vacation and thereafter exercise his seniority rights to any such vacancy, provided he has the qualifications to perform the work.

5.12 Reduction of a regular shift

(96) Notwithstanding the provisions of clauses 4.18 and 5.4, should the Company contemplate a reduction of a regular shift from eight (8) hours to not less than six (6) hours per day and forty (40) hours to not less than thirty (30) hours per week within a classification within a department, the Company shall ensure that such reduction shall first, when feasible and practicable as per business requirements, affect employees in reverse order of seniority.

5.13 Filling of temporary positions or vacancies

Temporary positions and temporary vacancies of known duration for more than sixty (60) working days shall be filled as provided for in this Article.

Article 6 - Hours of Work

6.1 Work week

(99) With the exception of those employees covered by Appendix "A" and what is otherwise provided in this Article, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work, and an assignment of forty (40) hours at the regular rate of pay shall constitute a week's work and time worked in excess of those amounts shall constitute overtime work.

This provision is not to be interpreted as a weekly or daily guarantee of hours and/or of days of work.

6.2 Split shift assignments

(05) When conditions warrant, split shift assignments may be established where work is intermittent i.e. having periods of more than one (1) hour during a normal assignment when service would not be required. This rule may be applied only to staff of the department(s) in the following group(s): I, II, VIII and to those employees covered under Appendix "A".

6.3 Split shift scheduling

Split shift assignments will be confined to not more than two (2) tours of duty, a total of eight (8) hours' work within a spread of twelve (12) consecutive hours in any day.

6.4 Split shift premium

(2011) Effective on the date of the signing of this Agreement, all employees, excluding those working in the Banquets Department, and who are required to work a split shift, shall be compensated by means of a differential amounting to five dollars (\$5.00) per day.

6.5 Meal period

(a) (05) When a meal period is allowed on an assignment, it shall not be for less than thirty (30) minutes nor shall it be for more than one (1) hour, and it will be assigned no sooner than one (1) hour after the beginning of the shift and before the six (6th) hour, with the exception of Servers in Group 8.

(b) (05) The supervisor will ensure that all employees have the opportunity to take their meal period.

6.6 Meal period for schedules between 10:00 p.m. and 6:00 a.m.

An employee shall not be assigned a meal period between 10:00 p.m. and 6:00 a.m., except by mutual arrangement between his supervisory officer and the Local Chairperson. However, the Company shall supply a free meal and the provisions of clause 6.7 shall apply.

6.7 Paid meal period

The Company may establish daily assignments of six (6) consecutive hours or more without a meal period provided, however, that in such case, a twenty (20) minute eating period is granted without deduction from pay.

6.8 Schedule Starting time of a full-time employee

(02) The starting time of a full-time employee shall be the same, as far as possible, on all days of the week and the regular starting time shall not be changed without at least thirty-six (36) hours verbal notice to the employee affected subject, however, to the provisions of clause 5.4. If the required thirty-six (36) hour notice is not given, the employee affected shall be paid one and one-half times his hourly rate for the first shift of the next assignment and his hourly rate thereafter until the completion of his assignment.

(2011) Notwithstanding the above, an eighteen (18) hour verbal notice will be required for an employee of the Housekeeping Department.

6.9 Alternate shifts

Subject to clause 6.8, 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, under a mutual agreement between the Company and the Local Chairperson, to work alternate shifts, changing from one shift to another.

6.10 Minimum hours for part-time employees

(02) Part-time employees who are required to work and who report for duty will be provided with four (4) hours' pay for which four (4) hours' work may be required.

6.11 Voluntary lay off of shift

(02) An employee reporting for duty on his assigned shift shall be paid for his full assignment, unless he lays off on his own accord.

6.12 Posting of schedules

(96) Work week schedules for the following week's work shall be posted in each department by Monday four p.m. (16h00), but in any event no later than noon (12h00) on Tuesday, for the work week starting the following Friday and ending the Thursday thereafter. A copy of same shall be available in the Human Resources Office for the use of the Local Chairperson.

6.13 Allocation of hours of work

(99) However, these provisions must in no way be interpreted as a weekly or daily guarantee of hours of work or days of work. In each Department, within each classification, and with due regard to fluctuating business demands, available regular hours of work shall be assigned by seniority to qualified employees starting with the longest weekly scheduled shift in the following order:

- (a) (05) Full-time employee, holding a position with unknown hours of assignment or assigned days-off as per the provisions of article 5.5, up to and including forty (40) regular hours in any work week;
- (b) (08) Part-time employee, up to forty (40) regular hours in any work week and in order of seniority. The Company will first assign regular hours up to twenty-four (24) hours for each part-time employee. A part-time employee cannot refuse the first twenty-four (24) regular hours. Any excess hours up to forty (40) regular hours shall then be offered in order of seniority. An employee who refuses regular hours in excess of twenty-four (24) shall not be entitled to grieve the loss of such hours of work.

Those employees covered by Appendix “A” shall be governed by the provisions contained in Appendix “A” as it relates to scheduling.

6.14 Late for an assignment

(14) Employees will be paid based on authorized hours worked, subject to adjustments by their Department Heads/Managers.

6.15 Rest period

(2011) Employees shall be allowed two (2) fifteen-minute (15) coffee breaks each working day, one (1) during the first four (4) hours of their assignment and one (1) during the second four (4) hours of their assignment. Employees with an assignment of four (4) hours shall be allowed only one (1) coffee break per day. Coffee breaks shall be assigned with due regard for the demands of the service of the Hotel. The Company shall endeavour to schedule said breaks as close to the middle of each four (4) hours.

6.16 Additional hours following posting of the schedule

(08) In each Department, within each classification, following the posting of the work week schedule, available regular hours of work shall be offered by seniority to a qualified full-time employee who has been scheduled to work less than forty (40) regular hours within said week. Said employee shall have the option of refusing those additional regular hours provided a junior qualified full-time employee is available to perform said additional hours of work at his regular wage. It is agreed that the above will not apply to regular days off awarded under the provisions of clauses 5.5 or 8.1 unless mutually agreed between the employee and his supervisor.

A full-time employee who refuses such additional regular hours shall not be entitled to grieve the loss of such hours of work.

Article 7 - Overtime and Calls

7.1 Rate of pay

(99) Subject to all Articles related to overtime payment, overtime at the rate of time and one-half the employee's basic hourly rate shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Appendix "A" shall govern those employees covered by Appendix "A".

7.2 Exception to overtime

Time worked by full-time employees in excess of the regularly-assigned hours shall be paid at the employee's straight time 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.

7.3 (05) Allocation of overtime

(a) Every effort will be made to avoid the necessity of overtime. However, when conditions necessitate overtime that is continuous with a normal shift, within a classification within a Department, employees will perform authorized overtime work with preference being given to senior employees who may decline such work, provided a less senior qualified employee is available on the property to perform such work.

When conditions necessitate overtime to be scheduled or not continuous after a normal shift, it shall be offered by seniority within the classification within the Department. A senior employee may decline such work, provided a less senior qualified employee within the classification within the Department is available to perform such work.

- (b) Notwithstanding the provision of (a) herein, the following shall apply in the Housekeeping Department :
 - i) Every effort will be made to avoid the necessity of overtime. However, when conditions necessitate overtime that is continuous with a normal shift, within a classification within a Department, employees will perform authorized overtime work with preference given to senior employees. Should no employee accept the overtime, it will be assigned in reverse order of seniority within a classification. The Company will assign overtime hours not to exceed two (2) two times in a week, to a maximum of eight (8) hours. Notwithstanding the aforementioned, once this method of assigning overtime hours has been applied to all employees within said classification, the Company shall repeat the process in reverse order of seniority, until all business demands have been met.

- ii) When conditions necessitate overtime to be scheduled or not continuous after a normal shift, it shall be offered by seniority within the classification within the Department. Should no employee accept the overtime, it will be assigned in reverse order of seniority within a classification. The Company will assign overtime hours not to exceed two (2) times in a week, to a maximum of eight (8) hours. Notwithstanding the aforementioned, once this method of assigning overtime hours has been applied to all employees within said classification, the Company shall repeat the process in reverse order of seniority, until all business demands have been met.

7.4 Avoiding overtime

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

7.5 Minimum call in

A regularly-assigned full-time employee who is notified or called to perform work not continuous with, before or after his regularly-assigned hours, shall be allowed: a minimum of four (4) hours at one and one-half times his hourly rate for four (4) hours of 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 hourly rate.

7.6 Shift cancellation

The provisions of clause 7.5 do not apply to an employee who, before leaving home, is advised of the cancellation of his notification or call.

7.7 Overtime for part-time employees

(99) Excluding those employees covered by Appendix "A", the provisions of this Article shall be applicable to both full-time and part-time employees but in the case of part-time employees, the provisions of the Article shall be applicable after working eight (8) hours in any one (1) day or forty (40) in any one (1) work week and also for all time worked on the seventh (7th) consecutive day.

7.8 Work during meal period

(05) When an employee is on an assignment of eight (8) hours and is required by Management to work his meal period, such work shall be paid at time and one-half his hourly rate and, at the first opportunity, the employee shall be granted twenty (20) minutes to eat without deduction from pay.

Article 8 - Assigned Days Off Duty

8.1 Assigned days off

(99) With the exception of employees covered under Appendix "A", a full-time employee who has not been assigned regular days off, as stated in clause 5.5 (e), shall be assigned two (2) days off duty each week, and a part-time employee one (1) day off duty each week, with preference to be given on the basis of seniority within the department. Such assigned days off shall, as far as practicable, be consecutive.

8.2 Assignment of non-consecutive days off

(99) When, in the opinion of the Company, it is impracticable to grant to any employee, as stated in clause 8.1 above, consecutive days off duty each week, the situation shall be discussed with the Local Chairperson for the purpose of reaching a mutual agreement on the assignment of non-consecutive days off or other suitable arrangements.

8.3 Failing mutual agreement for non-consecutive days off

(99) Failing such mutual agreement, as stated in clause 8.2, the Company may establish an assignment with non-consecutive days off provided, however, that when more than one (1) position is affected, such assignments shall be applied first in reverse order of seniority.

8.4 Subject of a grievance

(93) The establishment of an assignment with non-consecutive days off, as provided for in clause 8.3, may properly be the subject of a grievance under Article 14 of this Agreement; and, in that event, the Company will be required to show that, without such assignment, the employment of additional staff would be necessary or required services could not be performed.

8.5 Work on scheduled days off

(99) An employee covered by the main body of this Agreement who is required to work on his scheduled days off duty shall be paid for his work on such days on the minute basis at one and one-half times his hourly rate, with a minimum of four (4) hours for which four (4) hours' service may be required.

Article 9 - Probationary Period

9.1 Probationary Period

(05) A full-time or a part-time employee who has not accumulated three hundred and sixty (360) regular hours or sixty (60) days of actual work, whichever comes first, will be considered as on probation and, if found unsuitable, will not be retained in the service of the Company. Work performed on any one (1) day shall constitute a day of actual work. A probationary employee, if found unsuitable, shall not be entitled to grieve with respect to the discharge but, with this exception, shall have access to the Grievance Procedure.

Article 10 - Rates of Pay

10.1 (a) **Rates of pay**

Subject to all the provisions of this Agreement, the rates of pay set out in Schedule "A" hereto shall apply with respect to all employees during the term of this Agreement. Payment of employees may be by cash, by cheque or by automatic pay deposit at the option of the Company.

(b) **Starting rate**

(08) The starting rate for all newly hired employees shall be for the first three (3) months of employment, ten percent (10%) less than the applicable classification wage rate.

(c) **Errors**

(14) When a pay error has been brought to the attention of the Company, the Company shall correct the error. For those errors of greater than fifty (\$50.00) dollars, the Company shall endeavour to issue a cheque within one (1) business day.

10.2 **Temporary assignment to a higher-rated position**

(93) An employee temporarily assigned to a higher-rated position for one (1) hour or more in any day shall receive the higher rate during such temporary assignment. A temporary assignment to a higher-rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. 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.

10.3 **Temporary assignment to a lower-rated position**

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

10.4 **New scheduled positions**

(99) The rates of pay for new scheduled positions shall be in conformity with the rates of pay for scheduled positions of similar kind or class.

Proposed changes to be made to the existing classifications in order to create a classification composed of the duties of existing classifications shall be discussed with the Local Chairperson prior to its creation. Should the rate of pay change as a result, it shall be mutually agreed to with the Local Chairperson prior to the rate change taking effect. Failing an agreement the provision of Article 15 may be exercised.

10.5 **Increase in the rate of pay**

(05) No change shall be made in the agreed hourly rate of pay for an individual scheduled position where duties and responsibilities are relatively similar to those in the respective Group. However, where an employee's duties and responsibilities are increased over those in the Group, or where the demand in the labour market justifies an increase in the rate of pay for a particular classification, a higher rate may be established and paid by the

Company with the approval, in advance, of the Accredited Representative who shall be kept advised of any such proposed increases.

Article 11 - Public Holidays

11.1 Public Holidays

(14) The following days shall be public holidays, namely:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Employee's anniversary date of employment

Effective January 1st, 1986, one floating statutory holiday is to be added and may be taken following an agreement between the employee and his supervisor, in one (1) day or in two (2) half-days.

11.2 Eligibility

(2011) Employees shall only be entitled to public holidays in accordance with the provisions and applications of the Employment Standards Act of the Province of Ontario.

11.3 Employee who does not work the holiday

An employee qualified for holiday pay in accordance with clause 11.2, and who is not required to work on the above-mentioned public holidays, shall receive his regular rate of pay for one (1) day's work not to exceed eight (8) hours.

11.4 Employee who works the holiday

(a) (08) An employee who is required to work on a public holiday for which he is qualified for public holiday pay, in accordance with clause 11.2, shall be given at least forty-eight (48) hours' notice and will be granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment within either the ninety (90) days preceding or the ninety (90) days following the public holiday and, as far as practicable, such day off will be consecutive with a regularly assigned day off.

(b) (08) An employee required to work on the following public holidays and for which he is qualified for in accordance with clause 11.2:

- | | |
|----------------|------------------|
| New Year's Day | Canada Day |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Christmas Day | Boxing Day |
| Civic Holiday | Remembrance Day |

shall receive one and one-half (1 ½) times his regular rate of pay for work performed, and shall be granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment within either the ninety (90) days preceding or the ninety (90) days following the public holiday and, as far as practicable, such day off will be consecutive with a regularly assigned day off.

- (c) (08) All hours worked in excess of eight (8) on a public holiday will be paid at the rate of double time the employees' basic rate.

11.5 Time off in lieu

- (a) (02) Failing the granting of time off in lieu of public holidays worked in accordance with the provisions of clause 11.4 (a), an employee will be paid for the work he was required to perform within regularly assigned hours at time and one-half (1 ½) his regular rate of pay in addition to those hours already worked and paid for, with the pay period coinciding with the expiration of the period stated in clause 11.4 (a), excluding those covered under clause 11.4 (b).
- (b) (02) Failing the granting of time off in lieu of public holidays worked in accordance with the provisions of clause 11.4 (b), an employee will be paid for the work he was required to perform within regularly assigned hours at his regular rate of pay in addition to those hours already worked and paid for, with the pay period coinciding with the expiration of the period stated in clause 11.4 (b).

Article 12 - Vacations

12.1 Application

(99) The provisions contained in this Article, shall apply only to those employees occupying a position within a classification covered by Schedule "A".

12.2 Less than one year

(08) An employee who, at the beginning of the calendar year has less than one (1) year of continuous service but who has had thirty (30) calendar days or more of continuous service shall be allowed one (1) working day's vacation per completed month of employment up to a maximum of ten (10) days vacation. The employee shall be entitled to vacation pay paid at four percent (4%) on total wages earned in the previous calendar year.

12.3 Completed one year but less than five years

(08) An employee who, at the beginning of the calendar year has completed one (1) year of continuous service but less than five (5) years of continuous service, shall be allowed two (2) weeks vacation. The employee shall be entitled to vacation pay paid at four percent (4%) on total wages earned in the previous calendar year.

12.4 Completed five years but less than ten years

(08) An employee who, at the beginning of the calendar year has completed five (5) years of continuous service but less than ten (10) years of continuous service, shall be allowed three (3) weeks vacation. The employee shall be entitled to vacation pay paid at six percent (6%) on total wages earned in the previous calendar year.

12.5 Completed ten years but less than twenty-one years

(08) An employee who, at the beginning of the calendar year has completed ten (10) years of continuous service but less than twenty-one (21) years of continuous service, shall be allowed four (4) weeks vacation. The employee shall be entitled to vacation pay paid at eight percent (8%) on total wages earned in the previous calendar year.

(2011) Effective January 1st, 2012, an employee who, at the beginning of the calendar year has completed ten (10) years of continuous service but less than twenty (20) years of continuous service, shall be allowed four (4) weeks vacation. The employee shall be entitled to vacation pay paid at eight percent (8%) on total wages earned in the previous calendar year.

12.6 Completed twenty-one years but less than thirty

(08) An employee who, at the beginning of the calendar year has completed twenty-one (21) years of continuous service but less than thirty (30) years of continuous service, shall be allowed five (5) weeks vacation. The employee shall be entitled to vacation pay paid at ten percent (10%) on total wages earned in the previous calendar year.

(2011) Effective January 1st, 2012, an employee who, at the beginning of the calendar year has completed twenty (20) years of continuous service but less than thirty (30) years of continuous service, shall be allowed five (5) weeks vacation. The employee shall be

entitled to vacation pay paid at ten percent (10%) on total wages earned in the previous calendar year.

12.7 Completed thirty years or more

(08) An employee who, at the beginning of the calendar year has completed thirty (30) years or more of continuous service, shall be allowed six (6) weeks vacation. The employee shall be entitled to vacation pay paid at twelve percent (12%) on total wages earned in the previous calendar year.

12.8 Exclusion

Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in Articles 8 and 11, respectively.

12.9 Service for vacation purposes

(99) Days worked on any position covered by the Appendix "A" will be counted as service for vacation purposes under this Agreement.

12.10 Termination of employment

(99) An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in clauses 12.2, 12.3, 12.4, 12.5, 12.6 and 12.7 and, if not granted, will be allowed pay in lieu thereof.

12.11 Employee laid off

(05) A full-time employee who is laid off may, upon being notified of such lay-off, elect, in writing, to take his unused current vacation due to him, and which were accumulated in the previous year and not taken, failing which he shall be paid for any vacation due to him at the beginning of the subsequent calendar year. Part-time employees shall be governed by the provisions of clause 12.20.

12.12 Re-employment

(99) An individual who (a) leaves the service of his own accord, or (b) is dismissed for cause and not reinstated in his former seniority standing within two (2) years of the date of such dismissal, will, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in clauses 12.2, 12.3, 12.4, 12.5, 12.6 and 12.7.

12.13 Entitle to a vacation

(99) An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

12.14 Vacation request period

(2011) Applications for annual vacations from employees shall be filed as early as possible in January but in any event not later than March 15th. Any employee whose vacation application is refused will have forty-five (45) days from the date of the refusal to pick alternate dates.

12.15 Vacation allocation

(02) Applications filed prior to March 15th, insofar as it is practicable to do so, will be allotted vacation during the summer season in order of seniority of applicants. Vacations, if authorized by the officer in charge, may be split as departmentally arranged. Applicants will be advised in April of dates allotted to them and, unless otherwise mutually agreed, employees must take their vacation at the time allotted. The vacation schedule will be posted in each Department in April.

(05) Ten percent (10%) rounded up to the higher decimal, of the Bargaining Unit employees in each Department, but not less than one (1), will be allowed to take their vacations at any one (1) time, during the period covering June 1st to August 31st of each calendar year.

12.16 If no application for vacation prior to March 15th

(99) Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 15th shall be required to take their vacation at a time prescribed by the Company. Vacation credits shall not be accumulated from one year to the next.

12.17 Higher-rated position

(99) The officer in charge and the recognized representative of the employee 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 expenses to the Company. 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 fulfil the duties and responsibilities of a higher-rated position, be paid the scheduled rate applicable to such position.

12.18 Work on scheduled vacation dates

(99) An employee required to work on his scheduled vacation dates shall be given at least fifteen (15) days' advance notice and will be paid overtime rate for all work performed during his scheduled vacation dates, and will be granted vacation with pay to which he is entitled at a later date. This is understood to be voluntary only.

12.19 Copy of the proposed vacation schedule to Union

(99) The Local Chairperson shall be given a copy of the proposed vacation schedule for each department prior to the application of the employees for their annual vacation. The Local Chairperson may recommend changes for consideration.

12.20 Part-time employees

(02) Part-time employees shall receive four percent (4%) of total wages earned in the current year, payable with the last pay period of said current year. At the start of the new year, a part-time employee may elect to apply the provisions of clause 12.18 to take time off as vacation, failing which, time not worked during the year will be deemed to have been taken as vacation time off.

12.21 Total wages earned in the previous year

(2011) For the purpose of this Article, "total wages earned in the previous year" shall mean regular hours and overtime hours worked and paid, vacation pay and statutory

holiday paid and sick leave and weekly indemnity paid by the Company or the insurance provider, to a maximum of sixty-five (65) days, paid in the immediate preceding calendar year.

Article 13 - Leave of Absence

13.1 a) **Requests**

(2011) Employees requesting a leave of absence shall make a written application at least two (2) weeks in advance to their Department Head. The Company may, at its discretion, grant such leave of absence for a period of up to four (4) months. Such leave of absence shall be granted in writing.

b) **Military**

(2011) Any employee requesting leave for Military service, whether Reservist or Regular Forces shall be granted such leave.

13.2 **Extension**

A leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is made in ample time to permit extension before the expiration of the leave of absence.

13.3 **Return to work on expiration**

An employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his seniority and his name will be removed from the seniority list.

13.4 **Reasonable evidence not to return to work**

(02) Absolute proof of illness or of circumstances beyond the employee's control preventing return prior to the expiration of a leave of absence shall excuse an employee's failure to return at that time. Said proof shall be supplied to the Company prior to the expiration date of such leave of absence unless physically incapacitated to do so. It will be the employee's responsibility to furnish the Company with reasonable evidence of the circumstances.

13.5 **Employment elsewhere**

(93) A leave of absence under this Article will not be granted to employees for the purpose of engaging in work outside of the Company's service, unless mutually agreed between the Director, Human Resources and the Local Chairperson. A leave of absence obtained under false pretences shall be cause for discharge.

13.6 **Representative of the Union**

(14) An employee elected or appointed as a salaried representative of the Union, in accordance with its constitution, shall be granted a leave of absence without pay and benefits while so engaged. It is agreed that benefits (excluding weekly indemnity) may be maintained for a period of twelve (12) months provided that the employee pays the total monthly premium.

13.7 **Union leave of absence**

(99) Upon written request of the National Representative and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted a leave of absence without pay for that purpose. As much advance notice as possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.

13.8 Seniority when on leave of absence

(91) The name of an employee who is on authorized leave of absence shall be retained on the seniority list of the seniority Group in which he has established seniority rights.

13.9 Return from leave

Upon return from a leave of absence, an employee shall resume his former position or may exercise his seniority rights as provided in clause 5.11.

13.10 Negotiation committee

The Company will release, without loss of pay, up to six (6) delegates of six (6) different departments, to participate in negotiations and/or conciliations for the renewal of the Collective Agreement.

(05) It is understood that, should the President of the Local and the Local Chairperson be from the same department, they will form part of the aforementioned six (6) delegates.

13.11 Union Steward

(96) The Employer shall allow the Union Steward in a Department to be absent from his job, without disturbing service and without loss of regular wages, for a reasonable period of time in order to assist employees within the Department in discussion(s) pertaining to the interpretation and/or application of the Collective Agreement with their immediate Supervisors.

The Union Steward must first obtain permission to be absent from his work station from his immediate Supervisor. The permission shall not be refused without a valid reason.

The Union Steward shall advise his immediate Supervisor as soon as he returns to his work station.

Should a Union Steward be absent from work or not nominated in a Department, the Local Chairperson may replace him under the same conditions.

The Local Chairperson attending a meeting mutually agreed upon with the Director, Human Resources, shall be subject to no loss of regular wages.

13.12 Elected/appointed Union Steward

(05) Within thirty (30) days following the ratification of the Agreement, the Union will provide the Company with a list confirming the names and departments of each elected/appointed Union Steward and of the Local Union Executive Members with their positions within the Local. The Union will advise the Company of any changes which may occur to the list, within thirty (30) days of such changes.

Article 14 - Grievance Procedure

14.1 Grievance Procedure

- (a) (08) When an employee believes he has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with, the employee, with his department shop steward if desired, is encouraged to give his immediate supervisor the opportunity to resolve the issue. Where the employee is not satisfied with the outcome, he may then file his grievance and it shall be dealt with in the following manner:

Step #1

(08) The employee having a grievance must present the grievance in writing within eight (8) calendar days, excluding Public Holidays, Saturdays or Sundays, of its occurrence (or within eight (8) 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 or Union, as the case may be, to know that there were grounds for a grievance) to Director, Human Resources or his representative who shall give a decision to the employee within eight (8) calendar days, excluding Public Holidays, Saturdays or Sundays, after receipt of the grievance. The employee may present his grievance with a representative of the Union.

Step #2

If the grievance is not settled to the satisfaction of the employee, the Local Chairperson or his representative must appeal the grievance in writing to the General Manager or his representative within ten (10) calendar days after the day the employee receives the decision in Step #1. The General Manager or his representative shall render his decision to the Local Chairperson within ten (10) calendar days after the day he received the written appeal.

Step #3

(08) Failing settlement of the grievance in Step #2, an appeal in writing must be made by the National Representative or his representative to the Executive Director, Employee Relations, Fairmont Hotels and Resorts, or his representative within twenty-one (21) calendar days after receipt of the decision of the General Manager under Step #2. The Executive Director, Employee Relations, Fairmont Hotels and Resorts, or his representative shall render his decision to the National Representative or his representative within twenty-one (21) calendar days after receipt of the written appeal.

- (b) Management will respond to a grievance in the same manner in which it has been addressed.

14.2 Group grievance

The Grievance Procedure shall apply equally to a grievance lodged by a group of employees.

14.3 Hearing for suspension of discharge

(99) The following special procedures shall be applicable to an employee subject to a suspension or discharge:

(08) An employee subject to a suspension or discharge shall be informed of same as soon as the offence becomes known to Management and shall receive an impartial hearing within six (6) days of Management's knowledge of the offence, excluding holidays and weekends. He may be held out of service for investigation (not exceeding three (3) days). The employee and his representative shall be given a complete outline of the charges against him at least thirty-six (36) hours prior to the hearing, unless otherwise mutually agreed in writing. At the employee's or his Union Representative's request, all known evidence will be shown for information purpose by the Director, Human Resources or his representative at least thirty-six (36) hours or at another mutually agreed time prior to the hearing. Should the employee be absent or not scheduled to work, and cannot be given a complete outline of the charges against him at least thirty-six (36) hours in advance, i.e. cannot be reached, then notice to the Local Chairperson or his representative shall suffice.

Should the employee not be contacted by the Local Chairperson, provisions of clause 14.6 on time limits will apply by mutual agreement so that the employee's right to an impartial hearing will not be jeopardized. The outline shall also include the date, place and time of hearing. At the hearing, Management shall present all evidence and/or witnesses to support their charges and the employee may present evidence or witnesses to support his case. The employee shall be represented by a local Union Representative and/or National Representative of the Union. Management will render their decision of the hearing, in writing, within five (5) days thereafter. If the employee is not satisfied with the decision, he may process his case further, commencing at Step #3 of this Article.

14.4 Respect of time limits

Either party to this Agreement who violates the time limits provided herein, or fails to request an extension of the time limits as provided in clause 14.6 will, without establishing a precedent for the future, be considered as having yielded the grievance and must concede the case to the other party.

14.5 Time limits

The time limits set forth in clause 14.1 will apply equally to grievances originating with the Company.

14.6 Extension of time limits

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

14.7 Copy of any complaint and/or written corrective action

(99) The employee will be given a copy of any complaint and/or written corrective action (not verbal notes to file) placed on his file which, upon request, may be reviewed by the employee in question along with, if he so desires, the Local Chairperson. The employee or his Union Representative must sign his file copy to acknowledge receipt.

14.8 **Offence dating back**

(02) No offence dating back to more than eighteen (18) months can be invoked afterwards if no offence of the same nature has occurred during the same period.

14.9 **Presence of the Union**

(05) In the event that an officer of the Company has a formal meeting with an employee concerning a situation/incident, which may result in a written corrective action for said employee, the Company will offer the employee the presence of his departmental Shop Steward or, in his absence, the Local Chairperson. Should the employee not wish to have Union representation, the employee must sign a waiver to that effect.

Article 15 - Arbitration Procedure

15.1 General principal

(96) Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes which arise concerning the application or interpretation of this Agreement governing rates of pay and working conditions which cannot otherwise be disposed of between officers of the Company and the Union.

15.2 Time limits

A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee who feels that he has been unjustly disciplined or discharged, and which is not settled at Step #3, may be referred by either party to an arbitrator for final and binding settlement without stoppage of work.

(05) Should it be decided to advance the grievance to arbitration, said grievance must be submitted to arbitration within fifteen (15) calendar days from the date the provisions of Step #3 of sub-clause 14.1 (a) have been exhausted.

15.3 Selection of arbitrator

The arbitrator will be appointed within twenty-one (21) days from the date the application for same is filed. The party requesting arbitration shall submit with his request the name of his nominee as arbitrator. In the event that the other party cannot agree to the nominee, he shall submit to the other party the name of an alternative nominee. If the parties still cannot agree upon the arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint one.

(02) Unless a written mutual agreement as to the extension of time has been agreed upon by both parties, the hearing will be scheduled within six (6) calendar months following the appointment of the arbitrator.

15.4 Jurisdiction of the arbitrator

Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the Agreement, are specifically excluded from the jurisdiction of the arbitrator, and he shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.

15.5 Violation of time limits

(05) Either party to this Agreement who violates the time limits provided herein, or fails to request an extension of the time limits as provided in clause 15.6 will, without establishing a precedent for the future, be considered as having yield the grievance and must concede the case to the other party.

15.6 **Expenses**

Each party shall bear any expenses he incurs in the presentation of the case to the arbitrator, but the remuneration and expense of the arbitrator shall be borne by the Company and the Union in equal shares.

Article 16 - Training

16.1 Training

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

Training or meetings during normal working hours :

An employee required by the Company to take training or attend meetings during his normal working hours will be paid his regular rate of pay.

Training or meetings outside normal working hours :

An employee required by the Company to take training or attend meetings outside his normal working hours will be compensated at his regular rate of pay. However, where the training or meeting is on a voluntary basis, an employee taking advantage of such training or meeting will not be compensated.

Training or meetings on Regularly Assigned Days Off :

An employee attending a training or a meeting on his regularly assigned days off shall be paid for a minimum of four (4) hours at his regular rate. Training or attending meetings on the seventh (7th) consecutive day shall be at the overtime rate. It is understood that an employee's attendance at such training or meeting shall be on a voluntary basis. Furthermore, the Company shall in no way incur additional training requirements or costs should an employee prefer not to attend said training or meeting.

16.2 Co-op students

(14) Co-op students will be allowed to work from time to time for the purpose of attaining skills in hotel business. When co-op students are being used they will be assigned to a specific employee for training. They will accompany that employee throughout the day and the Employee Co-op student combination will not perform any more work than would normally have been performed by the employee on their own.

16.3 Trainer premium

(05) An employee required by the Company to act as a trainer will receive a premium of seventy-five cents (\$0.75), in addition to his hourly rate of pay, for all hours assigned to training other employee(s).

Article 17 - Attending Court

17.1 Attend court or coroner's inquest

An employee who loses time by being required, in a case in which the Company is involved, to attend court or coroner's inquest, or to appear as a witness, shall be paid for time so lost. If no time is lost, such employee shall be paid for actual time held, with a minimum of two (2) hours at one and one-half times his hourly rate.

17.2 Jury duty and/or subpoenaed as a witness

(2011) An employee with Fairmont Château Laurier, who is called for jury duty and/or subpoenaed as a witness other than as the accused, shall be granted leave of absence for any day on which he reports for such jury or witness duty. Should the employee receive jury duty or witness pay, he shall be reimbursed an amount to ensure no loss in regular pay only upon providing the Company the documentation attesting to such.

Article 18 - Rehabilitation

18.1 Displacement of other employee

(91) When mutually agreed between the proper officer of the Company and the Accredited Representative and/or Local Chairperson, an employee who has become unfit to follow his usual occupation may be placed in a position covered by this Agreement and which he is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him. An employee placed in another seniority Group will accumulate seniority in such Group from the date he starts work therein.

18.2 Seniority

In dealing with incapacitated employees, seniority (so determined by service under this Agreement) shall govern with respect to preference of shift and employment.

18.3 No displacement while on rehabilitation

(93) 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 remains in such position. Should he subsequently recuperate, he shall return to the original position he held in the seniority Group from which he came with his former seniority standing. If said position has been abolished, he may exercise his seniority right in accordance with the provisions of clause 4.9.

18.4 Exchange of information

(99) The Company shall exchange with the National Representative and/or Local Chairperson full particulars of each case subject to the rules of this Article prior to an appointment being made.

Article 19 - Health and Benefits

19.1 Eligibility and provisions

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.

Said policy shall provide benefits coverage for full-time eligible employees in accordance with and as described in the booklet, "Employee Benefit Plan" for Unionized Employees of Fairmont Château Laurier for the following:

- Life Insurance: (14) coverage shall be at \$35,000. Increase to \$40,000 effective January 1, 2016.
- Life Insurance at retirement: (99) coverage shall be at \$5,000.
- Accidental Death & Dismemberment: (14) principal sum coverage shall be at \$35,000. Increase to \$40,000 effective January 1, 2016.
- Weekly Indemnity:
 - (99) Non-gratuity earners = 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.
 - (99) Gratuity earners =
 - a) for those employees for whom the Employer does not include gratuity on their pay cheque for legislated taxes purposes: 75% of your regular weekly earnings, excluding tips and gratuities, 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.
or
 - b) for those employees for whom the Employer does include gratuity on their pay cheque for legislated taxes purposes: weekly income benefit is calculated at 70% of your regular weekly earnings, excluding tips and gratuities, but in no event will this amount be less than the % of your weekly insurable earnings as defined under the Employment Insurance Act of Canada.

19.1 (cont'd)

(14) Effective January 1st, 2008, the weekly indemnity payment shall be capped at a maximum of five hundred and twenty-five dollars (\$525.00) and extend weekly indemnity by eleven (11) weeks at fifty percent (50%) of earning to a maximum of five hundred and twenty-five dollars (\$525.00). STD cap will increase to \$550 effective January 1, 2016.

- Supplementary Medical Benefits,
 - (2011) said benefit shall provide for hearing aid coverage at \$500/4years and paramedical services at \$450/year.
- Dental Benefits.
 - (2011) coverage shall be at a maximum of \$1,600.00 per year, per employee and/or dependent and \$1,700.00 commencing January 1st, 2013.
- Vision Care:
 - (2011) coverage shall be at \$350.00 every 24 months per employee and/or dependent covered under the plan, no deductible, and this amount can be used toward laser surgery.

19.2 **Copy of the group policy**

(2011) The Company shall provide all eligible employees with a copy of the benefits detail sheet of the group policy and as amended thereafter. The Company shall inform employees in writing of the dates that they will become eligible for coverage under this plan.

19.3 **Premiums**

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

- | | |
|---|--------------------------------|
| - Life insurance = | 100% of total monthly premium; |
| - Accidental death & dismemberment = | 100% of total monthly premium; |
| - Weekly indemnity = | 100% of total monthly premium; |
| - (01) Supplementary medical benefits = | 100% of total monthly premium; |
| - (01) Dental benefits = | 100% of total monthly premium; |
| - (01) Vision Care = | 100% of total monthly premium. |

19.4 **Family coverage**

(99) There shall be no discrimination based on sexual orientation in the case of Family coverage as specified in the "Employee Benefit Plan for Unionized Employees of the Fairmont Château Laurier".

An employee availing himself of this provision shall provide proof that he 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.

19.5 Sick days (2014)

- (a) (02) An employee qualifying for Weekly Indemnity Benefits, as established under the Benefits Plan for Unionized Employees of Fairmont Château Laurier, 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. The Hotel undertakes to pay from (b) below, the employees' loss of earnings due to sickness pending GWL approval, provided the three days are available in the sick leave bank. If approved, the three days will be replaced in the employee's sick leave bank pursuant to (b). If not approved, no replacement is made.
- (b) (08) Effective January 1st, 2009, 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 months of employment in the preceding calendar year. Said entitlement shall be equal to four (4) hours for each completed month of continuous employment relationship in said preceding calendar year to a maximum of forty (40) hours. The accumulated hours may be taken based on the actual hours of the scheduled shift or part thereof for which the employee did not work due to sickness but no less than four (4) hours. This sick leave entitlement will not be cumulative from year to year.

19.6 Medical certificate

- a) (02) An employee will not be required to provide a medical certificate for a one (1) day absence. In cases of abuse, and in order to establish a pattern, the Company reserves the right to request a doctor's certificate.

In doubtful cases, the Company may require a medical report from another doctor of the Company's choice, paid by the Company, and to confirm the status of the employee's medical condition. In such instance the Company will advise the Union.

- b) (2011) If the Company requests an employee to provide additional medical information, the Company shall pay for this additional information.

19.7 Alteration or amendments

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

19.8 Part-time employee

(02) Effective January 1st, 2004, a part-time employee occupying a classification covered under Schedule "A" or a part-time employee occupying a classification covered under Appendix "A" whose name appears on list "A" shall be entitled to participate in the Health and Benefits plan as stated under clause 19.1, under the following terms and conditions:

- 1- Said employee must have a minimum of twelve (12) consecutive months of employment with Fairmont Château Laurier;
- 2- in order to qualify, said employee must have, in the preceding twelve (12) consecutive months maintained an average of twenty-four (24) regular hours of work per week;
- 3- said employee must complete the required eligibility period;
- 4- once the employee qualifies and has completed his eligibility period, the sharing of the total monthly premium shall be as follows:
 - (a) An enrolled employee will have one hundred percent (100%) of his premium paid by the Company if he worked ninety-six (96) regular hours or more in that month.
 - (b) An enrolled employee who does not qualify in any given month by having worked less than ninety-six (96) regular hours in that month, but who has worked sixty-three (63) or more regular hours in that month, shall have fifty percent (50%) of the total monthly premium deducted from his wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Company fifty percent (50%) of the appropriate monthly premium amount if group coverage is to be maintained.
 - (c) An enrolled employee who does not qualify in any given month by having worked less than sixty-three (63) regular hours in that month, shall have one hundred percent (100%) of the total monthly premium deducted from his wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Company one hundred percent (100%) of the appropriate monthly premium amount if group coverage is to be maintained.

In the event that coverage should be interrupted, an employee may become eligible for coverage following the completion of a new eligibility period as required and indicated in the Group Benefits Plan booklet for unionized employees.

Article 20 - Miscellaneous

- 20.1 **Service Letters** : The Company 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.
- 20.2 **Locker and Washroom Facilities** : (05) Adequate locker and washroom facilities shall be provided and maintained in clean and sanitary condition by the Company. Specific inspections shall take place in the presence of the employee or his Union Representative, during normal working hours, i.e. from 08:00 to 17:00 hours.
- 20.3 (a) **Uniforms and Work Clothes**
(05) Employees required to wear uniforms shall have same supplied by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company. Hat, coat, outer garments for employees in the Culinary Department will be supplied by the Company free of charge. Where female employees are presently required to wear a skirt as part of their uniform, the Company will provide said female employees the option of wearing a skirt or pants.
- (b) **Safety or non-slip boots/shoes**
(14) Should the Company require an employee occupying a position in the following departments or classifications: Maintenance Department, Culinary Department, Stewarding Department, Banquet Houseperson and receiver/Storekeeper, to wear safety or non-slip boots/shoes, and upon receipt of supporting document, the Company will refund one hundred percent (100%) of the cost, up to one hundred dollars (\$100.00), once every two (2) years for the purchase of either safety equipment stated herein. Said amount will increase to one hundred ten (\$110) effective January 1st 2015. Any employee having been refunded for said purchase of safety equipment will be required to wear said safety equipment subject to corrective action. Upon recommendation of the Department Head, should the safety boots/shoes be in need of repair or replacement within the two (2) years stated herein, the two (2) years shall be replaced by one (1) year.
- (c) **Winter boots for Doorperson/Valet**
(14) Employees occupying the position of Doorperson/Valet will be refunded one hundred percent (100%) of the cost, up to one hundred dollars (\$100.00), once every two (2) years for the purchase of winter boots. Said amount will increase to one hundred ten (\$110) effective January 1st 2015

20.4 **Employee Liability**

(2011) Employees shall be held responsible for the full amount recorded on guest checks for which they are accountable. They will not be penalized for payment on walk outs provided they have reasonably followed all Company procedures and notified immediately their supervisor or his assistant to allow for either corrective action or proper investigation.

Payment on mishandled credit cards or checks will be limited to fifty percent (50%) of recorded amount plus reimbursement of gratuities.

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

Repeated incidents on any of the above will still be subject to other forms of corrective action, as appropriate.

20.5 **Posting of Union Notices** : Notices of interest to employees may be posted on the premises by the Union. Notice boards for this purpose shall be provided by the Union and shall be in keeping with general furnishing.

20.6 (91) **Gratuities** : It is understood that in any Food & Beverage outlet governed by this Agreement, any sharing of gratuities with non-scheduled employees shall be at the sole discretion of the employee receiving such gratuities.

20.7 (02) **Staff Restaurant** : Dining facilities for employees shall be maintained by the Company and it shall fix meal periods and type of meals. Employees scheduled to work in excess of a five-hour shift shall be entitled to one (1) duty meal each day they are scheduled for said shift. The food and beverage thereat to be at price of same to the employer

N.B. : *Fixed meal periods = breakfast, lunch or dinner*
Type of meals = menu

20.8 **Bereavement Pay**

(2011) In the case of bereavement, an employee having at least six (6) months of seniority shall be allowed five (5) working days' pay during a seven (7) calendar day period immediately following the day of death or commencing on the day of the funeral in the following instances: death of a spouse (by marriage or common law as defined by the Ontario legislation) or of a child. An employee shall be allowed four (4) working days' pay on a normal working day that occurs during the seven (7) calendar days immediately following the day of death or commencing on the day of the funeral in the following instances: death of father, mother, step-mother, step-father, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The above provisions shall not apply to an employee on vacation, sick leave or leave of absence.

(2011) Where the funeral does not occur within a seven (7) calendar day period from the day of the death, the employee may use up to two (2) working days of the remaining working days from above for the purpose of attending the funeral or service.

20.9 Recognition of Management Functions

(02) The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its obligations to provide the best possible service to its customers and to establish and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with provisions of this Agreement or unduly discriminatory on any employee or group of employees. Following the signing of this collective agreement and for information purposes, any written rules and regulations established by the Company shall be posted at least forty-eight (48) hours in advance, in the employees' Department for which they are to be governed by. A copy shall be given to the Union for their information.

(For the purpose of clarity and understanding, "rules and regulations" have the following meaning: It is a written prescribed guide and/or direction that defines the expected conduct and/or action of an employee or a group of employees.)

Furthermore, following the signing of the Memorandum of Settlement, any past practice not incorporated into the Collective Agreement shall be null and void. Therefore, the Company reserves all rights of Management except where expressly limited by the Collective Agreement.

20.10 Work done by non-scheduled supervisory positions

Employees of the Company in non-scheduled supervisory 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 and on no account with the purpose or effect of eliminating any scheduled position.

(02) Excluding the above provisions, a supervisor will not perform work while a qualified employee occupying a classification within his Department is on lay-off subject to recall and except where it is impossible to contact said employee or that it is impossible for said employee to report to work as required. It is agreed that the provision of clauses 4.12 and/or 6.8 will not apply.

20.11 Severance Pay

(02) Effective with the signing of the Collective Agreement, employees whose services are terminated through technological change or operational changes, upon submission of a formal resignation from the Company's service and having fully exercised his seniority rights, severance pay shall be granted to full-time employees as follows:

- (a) (08) A employee having completed six (6) consecutive months, but less than five (5) years, will be entitled to two (2) weeks severance pay. After the completion of a period of employment of five (5) consecutive years, he will be entitled severance pay in accordance with the *Employment Standards Act* of Ontario.
- (b) Any employee accepting a severance pay is deemed to have resigned from the service of the Company and his name shall be removed from the seniority list. In the event the employee returns to the service of the Company, the employee shall do so on the basis of being a "new" employee and shall therefore establish a new seniority date.

- (c) The herein stated provision shall be deemed to replace the “Severance pay” as provided under the Employment Standards Act of Ontario.

20.12 Interpretation

It is understood that should any interpretation of this Agreement be one in itself the subject of a dispute, the intent of the English text will be recognized as the official text for interpretation purposes.

20.13 Printing the collective agreements

(14) The Company will undertake the responsibility of providing copies of the Collective Agreement, in English and French, electronically. Where requested, the Company shall provide hard copies. The Company shall be responsible for the translation of the English version into the French version and shall absorb the full cost.

20.14 Harassment Prevention Policy

(14) Both parties signatory to the Collective Agreement agree to adhere and uphold the “Harassment Prevention Policy” set by Fairmont Hotels & Resorts.

Both parties shall ensure that all employees occupying a scheduled position shall adhere to and be governed by said policy.

The Company shall ensure that employees occupying excepted positions adhere to and are governed by said policy.

Any amendments to said policy shall be supplied to the Local Chairperson.

An employee will be allowed to have Union representation at the time of filing his complaint with the Company and throughout the investigation.

20.15 Tool Reimbursement Allowance - Kitchen Department

(14) Where a full-time employee working in the Kitchen Departments is expected to provide certain tools necessary in performing daily duties, the following will apply:

- (a) Said employee must supply a complete and current inventory of all personal tools, duly identified, that are used in performing daily duties to the Executive Chef by January 1st annually, following which the Executive Chef will confirm and approve said inventory.
- (b) In the event of wear and tear, breakage or damage of said inventoried tools during working hours, the Company will, upon the presentation of purchase receipt, reimburse one hundred percent (100%) of the cost of replacement with a tool equivalent to that inventoried, to a maximum of two hundred and fifty dollars (\$250.00) per year total.
- (c) Employees are responsible for the security and safekeeping of their tools.

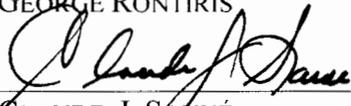
Article 21 - Duration of Agreement

21.1 (14) This Agreement, except as otherwise specified herein, shall become effective with the signing of the Collective Agreement and shall remain in force and effect until December 31st, 2017, and thereafter subject to sixty (60) days' notice in writing from either party thereto of its desire to revise, amend, or terminate it, which notice may be served at any time subsequent to November 1st, 2017.

Signed at Ottawa, Ontario this 9th day of *December* 2016.

FOR :
THE COMPANY

GEORGE RONTIRIS



CLAUDE J. SAUVÉ

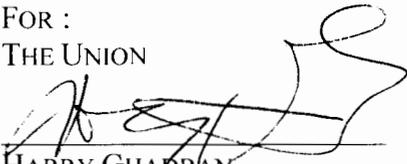


ANNE MALINOWSKI

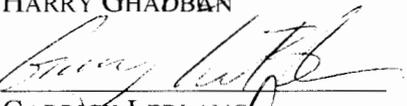


JOHN MARTIN

FOR :
THE UNION



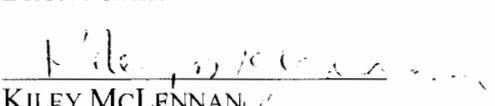
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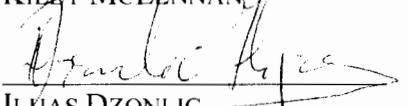
GARRICK LEBLANC



BRUNO LAIR



KILEY MCLENNAN



ILIJAS DZONLIC



SUZANNE DESJARDINS



SUZANNE GRATTON

Article 22 - Paid Education Leave

22.1 Company contribution

(99) Fairmont Château Laurier has agreed to pay into a special fund 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 Family Education Centre
R.R. #1
Port Elgin, Ontario, N0H 2C0

22.2 Paid Education Leave

(99) Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between Fairmont Château Laurier and the UNIFOR-Canada, Local 4270, and subject to the operational requirements of the service.

(2011) A leave of absence without pay will be granted to two (2) members at a time, of the bargaining unit, so long as they are from different job classifications, selected by the Union to attend an educational program offered by the UNIFOR at the UNIFOR Family Education Centre in Port Elgin, Ontario.

Such leave shall be requested by the National Representative, in writing, to the Director, Human Resources, providing at least ninety (90) days advance notice. Such request, upon approval, will be granted in writing for up to twenty (20) days of class time (plus travel time as necessary).

It is understood that an employee on said unpaid leave of absence is also subject to the provisions of the existing Collective Agreement as it relates to 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.

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2017

Schedule "A" - Grouping, Department, Classification and Rates of pay

Job Classification	Old rate	Rate as of 2014/01/01	Rate as of 2015/01/01	Rate as of 2015/07/01	Rate as of 2016/01/01	Rate as of 2016/07/01	Rate as of 2017/01/01	Rate as of 2017/07/01
Group I								
Front Office & Clerical Dept.								
0 Senior Front Office Clerk	\$ 20.21	\$ 20.66	\$ 20.92	\$ 21.18	\$ 21.44	\$ 21.71	\$ 21.98	\$ 22.25
0 Front Office Clerk	\$ 18.80	\$ 19.22	\$ 19.46	\$ 19.70	\$ 19.95	\$ 20.20	\$ 20.45	\$ 20.71
Reservation Department								
0 Reservation Co-Ordinator	\$ 20.32	\$ 20.78	\$ 21.04	\$ 21.30	\$ 21.57	\$ 21.84	\$ 22.11	\$ 22.39
0 Reservation Clerk	\$ 17.73	\$ 18.13	\$ 18.36	\$ 18.59	\$ 18.82	\$ 19.06	\$ 19.30	\$ 19.54
Telephone Department								
0 Telephone Operator	\$ 17.73	\$ 18.13	\$ 18.36	\$ 18.59	\$ 18.82	\$ 19.06	\$ 19.30	\$ 19.54
0 Night Telephone Operator	\$ 18.46	\$ 18.88	\$ 19.12	\$ 19.36	\$ 19.60	\$ 19.85	\$ 20.10	\$ 20.35
0 Telephone Services Co-Ordinator	\$ 21.50	\$ 21.98	\$ 22.25	\$ 22.53	\$ 22.81	\$ 23.10	\$ 23.39	\$ 23.68
Group II								
Service Department								
1 Head Doorperson/Valet	\$ 14.16	\$ 14.48	\$ 14.66	\$ 14.84	\$ 15.03	\$ 15.22	\$ 15.41	\$ 15.60
1 Doorperson/Valet	\$ 12.71	\$ 13.00	\$ 13.16	\$ 13.32	\$ 13.49	\$ 13.66	\$ 13.83	\$ 14.00
1 Bellperson	\$ 12.56	\$ 12.84	\$ 13.25	\$ 13.42	\$ 13.84	\$ 14.01	\$ 14.44	\$ 14.62

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2017

Job Classification	Old rate	Rate as of 2014/01/01	Rate as of 2015/01/01	Rate as of 2015/07/01	Rate as of 2016/01/01	Rate as of 2016/07/01	Rate as of 2017/01/01	Rate as of 2017/07/01
Group III Housekeeping Department								
0 Head Houseperson	\$ 18.55	\$ 18.97	\$ 19.21	\$ 19.45	\$ 19.69	\$ 19.94	\$ 20.19	\$ 20.44
0 Houseperson	\$ 18.29	\$ 18.70	\$ 18.93	\$ 19.17	\$ 19.41	\$ 19.65	\$ 19.90	\$ 20.15
0 Room Attendant	\$ 18.58	\$ 19.00	\$ 19.24	\$ 19.48	\$ 19.72	\$ 19.97	\$ 20.22	\$ 20.47
0 Lobby/Parlor Attendant	\$ 18.07	\$ 18.48	\$ 18.71	\$ 18.94	\$ 19.18	\$ 19.42	\$ 19.66	\$ 19.91
0 Shampoo Person	\$ 18.26	\$ 18.67	\$ 18.90	\$ 19.14	\$ 19.38	\$ 19.62	\$ 19.87	\$ 20.12
GROUP IV CULINARY DEPARTMENT								
0 Senior Chef de Partie	\$ 26.79	\$ 27.39	\$ 27.73	\$ 28.08	\$ 28.43	\$ 28.79	\$ 29.15	\$ 29.51
0 Chef de Partie	\$ 26.01	\$ 26.60	\$ 26.93	\$ 27.27	\$ 27.61	\$ 27.96	\$ 28.31	\$ 28.66
0 1 st Cook	\$ 23.25	\$ 23.77	\$ 24.07	\$ 24.37	\$ 24.67	\$ 24.98	\$ 25.29	\$ 25.61
0 2 nd Cook	\$ 19.28	\$ 19.71	\$ 19.96	\$ 20.21	\$ 20.46	\$ 20.72	\$ 20.98	\$ 21.24
0 Apprentice Level 1 (*)	\$ 19.28	\$ 19.71	\$ 19.96	\$ 20.21	\$ 20.46	\$ 20.72	\$ 20.98	\$ 21.24
0 Apprentice Level 2 (*)	\$ 17.35	\$ 17.74	\$ 17.96	\$ 18.18	\$ 18.41	\$ 18.64	\$ 18.87	\$ 19.11
0 Apprentice Level 3 (*)	\$ 15.42	\$ 15.77	\$ 15.97	\$ 16.17	\$ 16.37	\$ 16.57	\$ 16.78	\$ 16.99
(*) To move from Level to Level without posting.								
(*) (08)The Apprentice rate is to be based on the 2nd Cook rate; Level 1 equal 100%, Level 2 equal 90% and Level 3 equal 80%								
GROUP V STORES DEPARTMENT								
0 Purchasing/Storekeeper	\$ 20.36	\$ 20.82	\$ 21.08	\$ 21.34	\$ 21.61	\$ 21.88	\$ 22.15	\$ 22.43
0 Receiver/Storekeeper	\$ 19.30	\$ 19.73	\$ 19.98	\$ 20.23	\$ 20.48	\$ 20.74	\$ 21.00	\$ 21.26

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2017

Job Classification	Old rate	Rate as of 2014/01/01	Rate as of 2015/01/01	Rate as of 2015/07/01	Rate as of 2016/01/01	Rate as of 2016/07/01	Rate as of 2017/01/01	Rate as of 2017/07/01
GROUP VI								
STEWARDESS DEPARTMENT								
0 Head Kitchen Steward	\$ 20.72	\$ 21.19	\$ 21.45	\$ 21.72	\$ 21.99	\$ 22.26	\$ 22.54	\$ 22.82
0 Kitchen Steward	\$ 18.07	\$ 18.48	\$ 18.71	\$ 18.94	\$ 19.18	\$ 19.42	\$ 19.66	\$ 19.91
0 Silver Burnisher	\$ 18.07	\$ 18.48	\$ 18.71	\$ 18.94	\$ 19.18	\$ 19.42	\$ 19.66	\$ 19.91
0 Head Kitchen Attendant	\$ 18.97	\$ 19.40	\$ 19.64	\$ 19.89	\$ 20.14	\$ 20.39	\$ 20.64	\$ 20.90
0 Kitchen Attendant	\$ 18.07	\$ 18.48	\$ 18.71	\$ 18.94	\$ 19.18	\$ 19.42	\$ 19.66	\$ 19.91
0 Utility Attendant	\$ 18.05	\$ 18.46	\$ 18.69	\$ 18.92	\$ 19.16	\$ 19.40	\$ 19.64	\$ 19.89
0 Warewasher	\$ 17.01	\$ 17.39	\$ 17.61	\$ 17.83	\$ 18.05	\$ 18.28	\$ 18.51	\$ 18.74
GROUP VII								
HEALTH CLUB DEPARTMENT								
0 Senior Health Club Attendant	\$ 18.20	\$ 18.61	\$ 18.84	\$ 19.08	\$ 19.32	\$ 19.56	\$ 19.80	\$ 20.05
0 Health Club Attendant	\$ 16.79	\$ 17.17	\$ 17.38	\$ 17.60	\$ 17.82	\$ 18.04	\$ 18.27	\$ 18.50
GROUP VIII (NOTE #3)								
FOOD & BEVERAGE SERVICE DEPT.								
0 Host/Hostess	\$ 17.93	\$ 18.33	\$ 18.56	\$ 18.79	\$ 19.02	\$ 19.26	\$ 19.50	\$ 19.74
1 Server	\$ 12.38	\$ 12.66	\$ 12.82	\$ 12.98	\$ 13.14	\$ 13.30	\$ 13.47	\$ 13.64
1 Bartender	\$ 15.00	\$ 15.34	\$ 15.53	\$ 15.72	\$ 15.92	\$ 16.12	\$ 16.32	\$ 16.52
1 Busperson	\$ 16.12	\$ 16.48	\$ 16.69	\$ 16.90	\$ 17.11	\$ 17.32	\$ 17.54	\$ 17.76
0 Service Bartender	\$ 16.88	\$ 17.26	\$ 17.48	\$ 17.70	\$ 17.92	\$ 18.14	\$ 18.37	\$ 18.60

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2017

Job Classification	Old rate	Rate as of 2014/01/01	Rate as of 2015/01/01	Rate as of 2015/07/01	Rate as of 2016/01/01	Rate as of 2016/07/01	Rate as of 2017/01/01	Rate as of 2017/07/01
GROUP IX								
IN ROOM DINING DEPARTMENT								
0 Senior Royal Service Co-Ordinator	\$ 19.09	\$ 19.52	\$ 19.76	\$ 20.01	\$ 20.26	\$ 20.51	\$ 20.77	\$ 21.03
0 Royal Service Co-Ordinator	\$ 18.42	\$ 18.83	\$ 19.07	\$ 19.31	\$ 19.55	\$ 19.79	\$ 20.04	\$ 20.29
1 In Room Dining Server	\$ 12.38	\$ 12.66	\$ 12.82	\$ 12.98	\$ 13.14	\$ 13.30	\$ 13.47	\$ 13.64
1 Night Royal Service Agent	\$ 13.43	\$ 13.73	\$ 13.90	\$ 14.07	\$ 14.25	\$ 14.43	\$ 14.61	\$ 14.79
0 Mini-Bar Attendant	\$ 15.31	\$ 15.65	\$ 15.85	\$ 16.05	\$ 16.25	\$ 16.45	\$ 16.66	\$ 16.87
GROUP X								
LAUNDRY DEPARTMENT								
0 Seamstress/Tailor	\$ 18.85	\$ 19.27	\$ 19.51	\$ 19.75	\$ 20.00	\$ 20.25	\$ 20.50	\$ 20.76
0 Utility Person	\$ 17.17	\$ 17.56	\$ 17.78	\$ 18.00	\$ 18.23	\$ 18.46	\$ 18.69	\$ 18.92
0 Seamstress	\$ 16.57	\$ 16.94	\$ 17.15	\$ 17.36	\$ 17.58	\$ 17.80	\$ 18.02	\$ 18.25
0 Presser	\$ 16.43	\$ 16.80	\$ 17.01	\$ 17.22	\$ 17.44	\$ 17.66	\$ 17.88	\$ 18.10

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2017

Job Classification	Old rate	Rate as of 2014/01/01	Rate as of 2015/01/01	Rate as of 2015/07/01	Rate as of 2016/01/01	Rate as of 2016/07/01	Rate as of 2017/01/01	Rate as of 2017/07/01
GROUP XI MAINTENANCE DEPARTMENT								
0 General Mechanic	\$ 29.56	\$ 30.23	\$ 30.61	\$ 30.99	\$ 31.38	\$ 31.77	\$ 32.17	\$ 32.57
0 Electrician	\$ 29.56	\$ 30.23	\$ 30.61	\$ 30.99	\$ 31.38	\$ 31.77	\$ 32.17	\$ 32.57
0 Plumber/Steamfitter	\$ 29.56	\$ 30.23	\$ 30.61	\$ 30.99	\$ 31.38	\$ 31.77	\$ 32.17	\$ 32.57
0 French Polisher	\$ 26.86	\$ 27.46	\$ 27.80	\$ 28.15	\$ 28.50	\$ 28.86	\$ 29.22	\$ 29.59
0 Carpenter	\$ 27.06	\$ 27.67	\$ 28.02	\$ 28.37	\$ 28.72	\$ 29.08	\$ 29.44	\$ 29.81
0 General Maintenance Person	\$ 25.81	\$ 26.39	\$ 26.72	\$ 27.05	\$ 27.39	\$ 27.73	\$ 28.08	\$ 28.43
0 Journeyman Painter	\$ 25.81	\$ 26.39	\$ 26.72	\$ 27.05	\$ 27.39	\$ 27.73	\$ 28.08	\$ 28.43
0 Maintenance Technician	\$ 24.59	\$ 25.14	\$ 25.45	\$ 25.77	\$ 26.09	\$ 26.42	\$ 26.75	\$ 27.08
0 Purchasing/Storekeeper	\$ 20.36	\$ 20.82	\$ 21.08	\$ 21.34	\$ 21.61	\$ 21.88	\$ 22.15	\$ 22.43
0 Helper	\$ 17.46	\$ 17.85	\$ 18.07	\$ 18.30	\$ 18.53	\$ 18.76	\$ 18.99	\$ 19.23
GROUP XII STAFF CAFETERIA DEPARTMENT								
0 Lead Attendant Staff Cafeteria	\$ 16.63	\$ 17.00	\$ 17.21	\$ 17.43	\$ 17.65	\$ 17.87	\$ 18.09	\$ 18.32
0 Attendant Staff Cafeteria	\$ 15.64	\$ 15.99	\$ 16.19	\$ 16.39	\$ 16.59	\$ 16.80	\$ 17.01	\$ 17.22
GROUP XIII PARKING DEPT.								
0 Parking Cashier	\$ 17.26	\$ 17.65	\$ 17.87	\$ 18.09	\$ 18.32	\$ 18.55	\$ 18.78	\$ 19.01

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2017

Job Classification	Old rate	Rate as of 2014/01/01	Rate as of 2015/01/01	Rate as of 2015/07/01	Rate as of 2016/01/01	Rate as of 2016/07/01	Rate as of 2017/01/01	Rate as of 2017/07/01	
GROUP XIV									
BANQUETS DEPARTMENT									
1	Head Houseperson	\$ 16.93	\$ 17.31	\$ 17.53	\$ 17.75	\$ 17.97	\$ 18.19	\$ 18.42	\$ 18.65
1	Houseperson	\$ 15.42	\$ 15.77	\$ 15.97	\$ 16.17	\$ 16.37	\$ 16.57	\$ 16.78	\$ 16.99
1	Server/Bartender	\$ 12.38	\$ 12.66	\$ 12.82	\$ 12.98	\$ 13.14	\$ 13.30	\$ 13.47	\$ 13.64
1	Captain	\$ 13.98	\$ 14.29	\$ 14.47	\$ 14.65	\$ 14.83	\$ 15.02	\$ 15.21	\$ 15.40
Group XV									
GOLD FLOOR DEPARTMENT									
0	Gold Floor Attendant	\$ 16.44	\$ 16.81	\$ 17.02	\$ 17.23	\$ 17.45	\$ 17.67	\$ 17.89	\$ 18.11

0 =	Non-gratuity classification
1 =	Gratuity Classification
Note #1	All increases shall be effective on the first day of the beginning of the pay period closest to the above dates.
Note #2	Starting rate: The starting rate will be as per the provisions stated in clause 10.1.
Note #3	Employees will still be hired for a specific OUTLET and will accumulate seniority only in original OUTLET, but may be scheduled in other F&B OUTLETS in order to maximize hours of work. The provisions of clause 4.18 will only be applicable within the OUTLET said employee was hired for.
Note #4	(2011) Maintenance Technicians and Night Royal Service Agent working the night shift will receive a fifty cents (\$0.50) per hour premium.

Schedule "B" - Excepted positions

Executive Office Staff
Front Office Manager
Assistant Manager
Night Manager
Reservations Manager
Chef Concierge
Concierge
Executive Housekeeper
1st Assistant Housekeeper
Security Staff
Food and Beverage Director
Food and Beverage Outlets Manager
Assistant Food & Beverage Outlets Manager
Banquets Manager
Assistant Banquets Manager
Executive Chef
Executive Sous-Chef
Sous-Chef
Pastry Chef
Chief Steward
Assistant Chief Steward
Human Resources Staff
Management Trainee
Accounting Staff
Purchasing Manager
Systems Manager
Director, Engineering
Assistant Director, Engineering
Sales & Marketing Staff
Revenue Manager
Catering Staff
Public Relations Staff
Office Secretary and Staff (Front office, F&B Office, Engineering & Housekeeping)

Agency personnel (*)

- (*) It is understood that said "Agency personnel" will only be used by the Company for a specific job requirement, with a specific period of time which is not to exceed ten (10) consecutive working days.

Appendix "A" - Banquets

1- **Entitlement**

Employees working in the classifications covered hereunder shall be entitled to all the terms and conditions of the Agreement, except as herein below amended, supplemented or modified. In the event there is a conflict between the terms of this Appendix and the Agreement, the terms of this Appendix shall prevail.

2- a) **Seniority:**

(2011) It is understood and agreed that there shall only be the capped number of positions as listed below in each classification covered by Appendix "A" for the duration of this Agreement:

The capped number of full-time employees shall be recognized as follows:

- Servers/Bartenders: 20

(05) The capped number of part-time employees on list "A" shall be recognized as follows:

- Servers/Bartenders: 24

b) (05) The Company shall endeavor to maintain on list "B" a minimum of ten (10) part-time employees.

3- **Hours of Work :**

(a) The following provisions are not to be interpreted as a daily and/or weekly guarantee of hours of work.

(b) Full-time and part-time employees scheduled to work or otherwise called in to work shall be paid at least four (4) hours at the regular pay if they have not been advised twelve (12) hours prior to their scheduled starting time. Four (4) hours of work may be required as assigned. Any employee who lays off on his own accord shall only be paid for hours worked.

The above guarantee shall not apply where events are cancelled or modified due to an act of God or circumstances beyond the control of the Company for which events no cancellation fees are generated.

The above may be verified by the Local Chairperson upon request to the Director, Human Resources.

3- (cont'd)

- (c) (05) The Company will, subject to its right to maintain an efficient work force, use its best efforts to assign regular working hours on the basis of seniority with due regard given to the demand of the service as follows:

Before the schedule is posted in its final form, all employees will have the choice of working shifts and days off in the following manner:

- i) First, to full-time employees who must ensure that they are maximizing their regular working hours by choosing up to and including forty (40) regular hours in any work week.
- ii) Second, to part-time employees on list "A" who must choose up to and including thirty (30) but not exceeding thirty-two (32) regular hours in any work week, until all said part-time employees have been scheduled. Any remaining hours of work will be awarded up to forty (40) regular hours, to those part-time employees on list "A" by descending order of seniority. These additional hours can be refused if a junior qualified part-time employee on lists "A" or "B" is available to do the work.
- iii) Third, remaining hours will be awarded to part-time employees on list "B", up to and including twenty-four (24) regular hours. Any remaining hours of work will be offered up to forty (40) regular hours, to those part-time employees on list "B" by descending order of seniority. An employee who refuses regular hours in excess of twenty-four (24) shall not be entitled to grieve the loss of such hours of work.
- iv) (14) The Company shall offer the opportunity for qualified employees from other departments to pick up hours in the Banquet Department. For this purpose, the Company will create a sign-up sheet. These hours shall be offered based on length of service with the Company so long as it does not result in overtime. The sign-up sheets will be posted within each department during the first weeks of January and September. Managers will inform all employees about this sign-up sheet. These sign-up sheets will be used to create a master list of qualified employees by seniority. Employees may ask to have their name added to the master list at any time once they have become qualified to serve in banquets.
- v) Following the application of iv) above, any remaining hours will be filled by Personnel from Agency.
- vi) Once the Schedule is approved by Management, it shall be posted in its final form.

3- (cont'd)

- (d) (05) The Company shall provide an unpaid eating period of one-half (½) hour at such intervals as it will result in no employee working longer than five (5) consecutive hours without an unpaid eating period. If an employee is unable to take his meal break, the employee shall be granted 20 minutes to eat without deduction from pay at the first opportunity. Said unpaid meal period will not be assigned within the first (1st) hour of the scheduled shift.
- (e) (05) Following the posting of the work week schedule, should an “extra” shift of work be added, it will be in accordance with seniority and with the provisions stated in (c) above, amongst those employees scheduled to work less than a regular work week.
- (f) (14) Work assignments of four (4) hours will be posted individually. Provided an employee maximizes his weekly hours, he shall be entitled to choose only one four (4) hour shift in a day.

4- **Overtime Hours :**

(05) Authorized time worked by a full-time or a part-time employee in excess of eight (8) regular hours in a day or by a full-time employee working forty (40) regular hours in the same work week, and in excess of forty (40) hours in the same work week by a part-time employee, shall be considered as overtime and paid in fifteen (15) minute increments at one and one-half (1 ½) times the prescribed hourly rate for the employee's service. Furthermore, all time worked on the seventh (7th) consecutive day, when required by the Company, shall be paid in accordance with the overtime provisions contained herein.

5- **Health and Welfare :**

(02) The Company shall apply all provisions of the present Article 19 of the Collective Agreement governing employees of Fairmont Château Laurier, Ottawa, Ontario to all full-time employees and part-time employees whose names appear on list “A”.

6- **Miscellaneous :**

Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company. Where it has been established practice to supply employees with suitable clothes or uniforms, this practice will be continued.

(2011) Full-time and part-time employees shall be supplied three (3) shirts as part of the uniform.

7- **Banquet Gratuities:**

- (a) (14) A total seventy-seven percent (77%) of accumulated gratuities for each pay period shall be distributed amongst persons (full-time employees, part-time employees and Personnel from Agency) working as-Server/Bartender, on a point system based on one (1) hour worked equals one (1) point. Effective January 1, 2016, Personnel from Agency shall no longer participate in the distribution of gratuities.

- (b) The Company shall provide the Local Chairperson with the following breakdown on banquet gratuities:
 - (I) the total net gratuities per pay period including corkage fees included in said portion;
 - (II) (11) the seventy-seven percent (77%) portion of the gratuities;
 - (III) (14) the amount of gratuities per function and the total number of hours worked by server/bartenders, employees from other departments and agency personal during the same pay period;
 - (IV) (14) the union will also be provided the breakdown of gratuity distribution sheet for each pay period.
 - (V) (14) following an agreed meeting time with the Director, Convention Services and Catering or his designate, the Local Chairperson or his designate may review pertinent documents to justify any of the issues stated herein.
 - (VI) (14) The Local Chairperson or his designate shall be allowed access to closing bills, upon request.

- (c) (2011) Should the Company charge a corkage fee, fifty percent (50%) of said corkage fee shall be remitted to the gratuities fund forming the seventy-seven percent (77%) portion of gratuities.

- (d) (2011) All management banquet functions will have an automatic ten percent (10%) gratuity added, it is agreed that the entire ten percent (10%) shall be added to seventy-seven percent (77%) portion of the gratuity pool.

- (e) (2011) The Company will create an additional four percent (4%) gratuity pool for each pay period, which will be distributed amongst employees occupying the positions of Banquet Head Houseperson or Banquet Houseperson, on a point system based on one (1) hour worked equals one (1) point.

8- (02) **Part-time employees list “A” and “B” :**

Current part-time employees shall be placed on the new part-time employee list “A”.
Current casual employees shall be placed on the new part-time employee list “B”.

1. Part-time employee list “A” shall be comprised of those part-time employees available to work thirty (30) regular hours or more per week.
2. Part-time employee list “B” shall be comprised of those part-time employees who are available to work less than thirty (30) regular hours per work week.
3. Part-time employees on list “A” who no longer qualify as per 1. above shall have their names removed from list “A” and inserted into list “B”.
4. Part-time employees on list “B” will have their names inserted into list “A” upon successfully being awarded a vacant position and their names shall be removed from list “B”.
5. The Company shall, for part-time employees on list “B”, use the provisions of clause 4.3 and the hours worked by them as “Casual employees” since their last date of hire in order to establish a ranking for the application of seniority. Should the Company find it impossible to recover hours for years prior to 1999, it will take an average of the total hours divided by the number of years for which they have recovered said hours, and use this average for prior years. Upon the date of ratification of the Memorandum of Settlement, said part-time employees on list “B” shall start accumulating seniority in accordance with the provisions of clause 4.3.

Part-time employees on list “B” are only governed by Appendix “A”, and do not have the same benefits as part-time employees on list “A”, and we will need to amend the language in any relevant clause(s) or sub-clause (s).

The following Articles & clause will also apply to part-time employees on list “B”:

Article - 3 - Deduction of dues

Article - 14 - Grievance Procedure

Article - 15 - Arbitration Procedure

Clause - 20.9 - Recognition of Management Functions

Renewed (14)

Letter of Agreement #2-A Maximization of regular hours of work

BETWEEN

CAPITAL HOTEL LIMITED PARTNERSHIP
(FAIRMONT CHÂTEAU LAURIER)

AND

(UNIFOR-CANADA)
LOCAL 4270

MAXIMIZATION OF REGULAR HOURS OF WORK
(Stewarding and Housekeeping/Laundry)

(08) Both parties agree that, during a period of reduction in regular hours of work, and notwithstanding any provisions of the collective agreement, the following shall apply:

- 1- Employees must possess all the required qualifications immediately to perform the full scope of the classification.
- 2- Employees will be paid the hourly wage rate of the classification to which they are temporarily scheduled and/or assigned.
- 3- For the purpose of this Letter of Agreement, the application of seniority shall be as follows:
 - In the Stewarding Department, the group seniority list shall be used.
 - In the Housekeeping and Laundry Departments the combined seniority lists from both groups shall be used.
- 4- In the scheduling process, the Company will ensure that the employee's regular hours of work will be maximized up to forty (40) hours per week within their own classification before being scheduled and/or assigned regular hours to another classification in accordance with 1- above.
- 5- This Letter of Agreement will be in place for the duration of the Collective Agreement, and can be terminated by either party upon a thirty (30) calendar day written notice to the other party.

Renewed (14)

Letter of Agreement No. 4 – Appendix A, clause 3 (c)
(08)

BETWEEN

CAPITAL HOTEL LIMITED PARTNERSHIP
(FAIRMONT CHÂTEAU LAURIER)

AND

(UNIFOR-CANADA)
LOCAL 4270

The Company, Union and employees agree that the Banquet Department schedule referenced in Appendix “A” clause 3(c) shall be completed applying the following rules:

- the shell shall be posted by Friday at 10:00 am;
- the shell shall include all shifts for banquet functions that are deemed definite, tentative or prospects by the Banquet and Catering Departments management. All shifts will be identified on the schedule as “definite”, “tentative” or “prospects”;
- full-time and part-time employees on list “A” shall pick their shift in accordance with the timetable provided by the Union with their selections to be completed by Sunday at 6:00 pm;
- until Monday at 10:00 am those full-time and part-time employees on list “A” who have not maximized their hours in accordance with Appendix “A” clause 3(c) shall be entitled to pick additional shift in order to maximize their hours;
- the shell shall be taken down on Monday at 10:00 am;
- the Company shall then schedule any remaining hours to the part-time employees on list “B” and then use the pool of employees in Appendix “A” clause 3(e) (the 3(e) pool);
- the final schedule shall then be posted by Tuesday at noon;
- should a change to the start time of shift, which is 60 minute or less, occur the Company shall assign the new start time to the most senior employee (first to full-time then to part-time list “A” etc.) having selected that shift if the start time is earlier, and to the most junior employee having selected that shift if the start time is later;
- should a shift be cancelled, the most junior employee having selected that shift will be placed in the 3(e) pool;
- any new shifts shall be scheduled by applying the 3(e) pool;
- if any shifts remain available, banquet server/bartender will have the opportunity to work their 6th day during the week at straight time up to forty (40) hours and this will be on a voluntary basis and the Company will provide a form for the employees to fill out;

Renewed (14)

**Letter of Agreement No. 5 – Temporary Assignments – Usage of Banquet Captains
(2011)**

BETWEEN

CAPITAL HOTEL LIMITED PARTNERSHIP
(FAIRMONT CHÂTEAU LAURIER)

AND

(UNIFOR-CANADA)
LOCAL 4270

The parties agree that the provisions of clause 4.5 of the Agreement shall not apply when the Company temporarily assigns bargaining unit employees to the excluded position of Banquet Captain within the banquet department subject to the following guidelines:

- The Company advises the Union in writing at least twenty-four (24) hours in advance;
- The Company does not assign the same employee for more than sixty (60) days in a year;
- When temporarily assigned to the excluded position, Banquet Captains will not perform the duties exclusive to the Banquet Manager or Assistant Banquet Managers;
- The role of the Banquet Captain shall be the overseeing of functions and perform related administrative duties;
- If the Union has any concerns about the role played by the Banquet Captain within the scope of this Letter of Agreement, they may file a complaint with the Director of Human Resources and such complaint shall be investigated within five (5) days of it being filed. Should the issue not be resolved, the Union may file a grievance.

Signed in the city of Ottawa, in the province of Ontario this th day of 2014.

For:
THE COMPANY:

For:
THE UNION:

(General Manager)

(National Representative)

Letter of Intent No. 1 - Parking Privileges

December 1st, 2014

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

(14) This letter will confirm the Company's intention to provide "parking privileges", location of which is restricted to the top outdoor level of the garage. This parking privileges will continue to be made available to Fairmont Château Laurier employees for the period covering the date of signing of this letter to December 31, 2017 inclusively, at a monthly cost plus applicable taxes, to be paid by the employee as follows:

Regular parking privileges pass for cars only:

- one hundred dollars (\$100.00) and forty (40) parking spaces.

For those employees working the night shifts, and to be used only at night while they are scheduled to work, the Company will provide a free parking space, location of which is restricted to the top outdoor level of the garage.

This privilege may be revoked by the Company at any time provided a written notice of thirty (30) days is given to the employees on the notice board.

Yours very truly,

Claude J. Sauvé
General Manager

Renewed (14)

**Letter of Intent No. 2 – Escort for female employees
(2005)**

June 30th, 2005

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

Upon the request from female employees whose shifts terminate after midnight (12:00 am), it is the intent of the Company to provide an escort to parking lots of said female employees, provided same are located within a block from the Fairmont Château Laurier.

This provision shall only apply when said female employees are unable to park their vehicle in the hotel parking lot because, on the day in question, the hotel had restricted access to its parking lot.

Yours very truly,

Claude J. Sauvé
General Manager

Renewed (14)

Letter of Intent No. 3 – Groups and Organized Tours – Baggage Handling

June 30th, 2005

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

(14) As of the date of the signing of this Collective Agreement, the Company agrees to negotiate all future Group and Organized Tour Hotel contracts to increase the baggage handling charge to \$2.50 per way per baggage. When the Group and Organized Tour require baggage storage, the Company shall also negotiate the Hotel contract to include a baggage storage fee of \$1.00 per baggage. This shall apply to Groups and Organized Tours of ten or more as part of their Hotel contract.

Yours very truly,

Claude J. Sauvé
General Manager

Renewed (14)

Letter of Intent No. 4 – Hotel Policy on “Packages, Gift Certificates or Coupons”
(2005)

June 30th, 2005

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

It is the intention of the Hotel that, if and when it changes its present policy relating to having gratuities included printed on “packages, gift certificates or coupons” to that of gratuities not included it will endeavor to have printed on said “ packages, gift certificates or coupons” gratuities not included.

Yours very truly,

Claude J. Sauvé
General Manager

Renewed (14)

Letter of Intent No. 5 – Special Deliveries
(2005)

October 13th, 2011

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

Effective with the date of signing the new collective agreement, when an employee occupying the classification of “Bellperson”, is requested by the Company to deliver an item such as a flower, fax or letter to a guest room, said Bellperson shall receive a premium of one dollar (\$1.00) per item delivered. If a guest requests this service from management, management shall advise the guest that a charge shall apply. The Bellperson shall receive one dollar (\$1.00) for each item delivered. Said premium amount shall be paid out on the employee’s pay cheque each pay period.

Yours very truly,

Claude J. Sauvé
General Manager

Renewed (14)

Letter of Intent No. 6 – Labour & Management Relationship
(2005)

June 30th, 2005

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

In order to improve the climate of labour relations at the Fairmont Château Laurier, both parties have agreed to adopt innovative measures in this domain that will foster harmonious labour relationship.

These measures are based on the notion of prevention in the domain of labour relations, and are as follows:

- The continuous enhancement of labour relations has the objective of establishing the basis that will allow the Company, the Union and the employees the means to achieve their respective objectives in the framework of dignity, confidence and respect.
- The establishment of a committee composed of two (2) representatives of the unionized employees of the Fairmont Château Laurier designated by the Union and of two (2) representatives of the Company designated by the Company. Also, one (1) person representing Fairmont Hotels & Resorts and one (1) person representing the UNIFOR-Canada will form part of this committee.
- The continued dialogue in order to resolve problems and/or issues.

This Labour Relations Committee will establish an action plan aimed at correcting problems and/or issues detrimental to the work climate at the hotel and foster a healthy relationship between Labour and Management.

Yours very truly,

Claude J. Sauvé
General Manager

Renewed (14)

Letter of Intent No. 7 – Royal Service

October 13th, 2011

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

The parties agree that when one (1) or more servers are working in Royal Service at one (1) time all gratuities will be shared equally amongst them and that the Coordinator on duty shall be responsible for paying out the servers.

Yours very truly,

Claude J. Sauvé
General Manager

Letter of Intent No.8 – Supplemental Retirement Savings Plan

December 12th 2014

Mr. Harry Ghadban
Unifor
Eastern Ontario Director
5, Gurdwara Drive
Ottawa, Ontario K2E 7X6

Dear Mr. Ghadban:

In addition to the Fairmont Pension Plan, the Company will provide a supplemental retirement savings plan (RRSP) for employees who qualify for enrollment in the Fairmont Pension Plan effective January 1, 2016.

Membership in this supplemental retirement savings plan shall be voluntary for all employees who are members of the Fairmont Pension Plan under this agreement.

The specific provider for the supplemental plan will be jointly determined between the Company and the Union and shall be governed by the following criteria:

1. The funds in the group plan will be for retirement purposes only and will be locked in until retirement under a locked in group RRSP plan.
2. There shall be no vesting period required and employees shall be permitted to transfer funds from this locked in plan to another locked in retirement plan upon resignation or termination.
3. The Employer contribution shall begin on January 1st, 2016 and shall be based on 0.5% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE), provided the Employee has contributed no less than an equal amount.
4. Employees will be permitted to contribute to the plan at any amount but shall not be required to contribute any amount. In the latter case, the Employer shall not be obligated to make any contribution.
5. If the Employer increases contributions to the Fairmont Pension Plan, the Employer's contributions in the Supplemental Retirement Savings Plan shall be reduced by the amount of the increase.

Yours very truly,

Claude J. Sauvé
General Manager