

BETWEEN

**CANMORE LAUNDRY FACILITY OPERATIONS LIMITED
(FAIRMONT REGIONAL LINEN SERVICE)**

AND

**UNIFOR
LOCAL 4050**

Table of Contents

Article 1 – Intent and Purpose	1
Article 2 - Scope	1
Article 3 - Definitions	1
Article 4 – Deduction of dues	3
Article 5 - Discrimination & Harassment	4
Article 6 – Workplace Harassment	4
Article 7 – Union Stewards and Union Officials	6
Article 8 – Management Rights	8
Article 9 – Probationary Employees	9
Article 10 - Seniority	9
Article 11 – Loss of Seniority	10
Article 12 – Hours of Work	11
Article 13 – Overtime and Calls	13
Article 14 – Filling of Positions.....	14
Article 15 – Abolished Positions and Displacement.....	16
Article 16 – Layoff and Recall.....	17
Article 17 – Rates of Pay	18
Article 18 – Statutory Holidays	19
Article 19 - Vacation.....	21
Article 20 – Leave of Absence.....	23
Article 21 – Grievance Procedure.....	25
Article 22 – Arbitration Procedure	28
Article 23 – Training for Promotion	29
Article 24 – Health and Safety.....	30
Article 25 - Rehabilitation/Modified Work	31
Article 26 – Health and Benefit Plan	33
Article 27 – Pension Plan.....	36
Article 28 - Miscellaneous	36
Article 29 – Duration of Agreement	38
Schedule “A” – Classification & Wages	39
Letter of Agreement.....	43
Re: Nature of Communications	43
Letter of Agreement.....	44
Re: Tunnel Maintenance Competency	44
Letter Re: Vacation - Ironers	45
Letter of Agreement.....	46
Re: Vacation Peak Period.....	46
Letter of Agreement.....	47
Re: Women’s Advocate.....	47
Letter of Agreement.....	48
Re: Compressed work week 10 hour shift.....	48

ARTICLE 1 – INTENT AND PURPOSE

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

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

ARTICLE 2 - SCOPE

- 2.1 (2001) The provisions of this Agreement shall apply to employees of the Fairmont Regional Linen Service, Canmore, Alberta in positions listed in Schedule “A” hereof and to employees who are assigned to positions similar in kind or class to those listed in Schedule “A” which might be created during the term of this Agreement.
- 2.2 The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit describing the certification issued by the Labour Relations Board of Alberta on the 21st day of January 2014.
- 2.3 (2010) The parties recognize that persons excluded from the bargaining unit may, when the situation so requires, help employees in order to maintain the quantity and quality of service to customers, and may on occasion and on circumstances beyond the Company's control also perform work currently done by employees in the bargaining unit. Such work must not, however, cause a reduction in regular hours of work within any classification, nor the elimination of an existing scheduled position or recall or call in of a qualified employee on lay-off, furthermore should the provisions of articles 7.13 and 7.14 be activated the Company may fill the vacancy for the duration of the absence with person(s) excluded from the bargaining unit.

It is understood and agreed that should no qualified employee be readily available on site or for recall or call in, the Company may assign a person excluded from the bargaining unit to perform the work required.

ARTICLE 3 - DEFINITIONS

- 3.1 For the purpose of this Agreement:
- a) “**Employee**” means a person holding seniority under the terms of this Agreement.
 - b) (2001) “**Company**” means “Fairmont Regional Linen Service”.
 - c) “**Union**” means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) Local 4050.

- d) A “**scheduled**” position means a position coming within the scope of this Agreement.
- e) An “**excepted**” position means a position which is excluded from the scope of this Agreement.
- f) “**Qualifications**” means the normal requirements of the position and job-related skills. These requirements and skills may include at varying degrees and according to the duties to be fulfilled, presentation and courtesy.
- g) (2006) A “**temporary position**” is a position which is not a permanent position and means a position within a classification created for a defined period of time (i.e.; seasonal, vacation, and / or sick relief, etc.) and will end when the reason(s) that necessitated the creation are no longer in existence.
- h) (2006) A “**temporary vacancy**” is a vacancy in a scheduled position created by the absence or the temporary assignment elsewhere of the regularly assigned employee. It is understood that if the known duration is to exceed twenty (20) working days and the Company intends to fill, said temporary vacancy would be bulletined, as a temporary position, in accordance with the provisions contained within this Agreement.
- i) A “**Temporary employee**” means a person not holding seniority and who is on call only. Said temporary employee may be hired for a specific period with the understanding that his/her employment will end with the completion of the job or of a rush period. The provisions of the agreement herein only apply when it is specified.

A temporary employee will not be used to cover regular hours that could be scheduled into a normal work week for a regular full-time position for a period exceeding six (6) continuous work months. A work month shall be defined as constituting one hundred and seventy-four (174) regular hours.
- j) “**Seniority**” is the length of continued service in the bargaining unit which shall be applied as provided in Article 10 and as set out in other provisions of the Collective Agreement.
- k) “**Regular full-time employee**” means an employee working in a position covered under Schedule “A” of this Collective Agreement and who is normally scheduled to work forty (40) regular hours per week and is available to work on a regular basis up to forty (40) regular hours per week when scheduled.
- l) A “**calendar day**” means a 24 hour period starting at 00:01 and ending at 24:00 hours.
- m) A “**work week**” starts on Friday at 00:01 hours and ends on the following Thursday at 24:00 hours.
- n) “**Annual gross earnings**” as used herein, shall be understood to mean the total earnings

- realized by an employee from the payment of wage rates for regular time, overtime, vacation pay, and statutory holiday pay.
- o) (2001) “**Probationary period**” for all employees excluding those occupying a classification in the Maintenance Department shall mean an employee’s first four hundred (400) regular and/or overtime hours worked. For those employees occupying a classification in the Maintenance Department it shall mean an employee’s first eight hundred (800) regular and/or overtime hours worked.
 - p) “**Vacation year**” for the purpose of calculating and recording annual vacation, a common anniversary date has been established beginning on January 1st and ending on December 31st of the same year.
 - q) “**Lay-off**” for the purposes of this agreement shall mean, an interruption of work for a period of seven (7) consecutive working days or more.
 - r) “**Recall**” for the purposes of this agreement shall mean, the action of bringing back to work a regular full-time employee, from lay off as per the provisions of articles 16.9 and 16.11, with the intent of having said employee scheduled to work on a regular basis. An official recall shall be deemed to occur when the known duration is for a period in excess of seven (7) consecutive calendar days.
 - s) “**Call-in**” for the purposes of this agreement shall mean, the action of bringing back to work a regular full-time employee, who is on lay off as per the provisions of article 16.13, for work of temporary nature. A call -in shall be deemed to occur when it is less than an official recall.
 - t) Whenever the words “**authorized time worked**” are used in this Article, it shall mean that an employee will be requested by Management only to perform work in excess of a normal work day or a normal work week.
 - u) “**Abolish/abolishment of a position**” means the elimination of the position which an employee occupies and not only a modification in the job task performed or assigned to the employee within his/her position.

ARTICLE 4 – DEDUCTION OF DUES

- 4.1 Pursuant to the Alberta Labour Relations Code, as a condition of employment at the time of employment, all scheduled employees shall execute on a standard form an assignment of wages to cover Union initiation fee, monthly dues and applicable assessments.
- 4.2 The initiation fee shall be deducted on the first pay cheque in the first month, and regular monthly dues the following pay cheque and thereafter.
- 4.3 Subject to receipt by the Company of written authorization from the National Representative, and with a minimum of thirty (30) days advance notice, the Company shall

deduct a specified assessment from wages due to an employee and on the following appropriate pay period.

- 4.4 An employee may avail himself/herself of the provisions contained within the Union Constitution.
- 4.5 (a) The amounts of initiation fee, monthly dues and assessments so deducted in the month will be remitted, within fourteen (14) days following the last day of said month, to the Local Office of the Union, together with a list of the employees to be credited.
- (b) Furthermore, the Company shall provide to the Local Office of the Union a membership address listing at the end of each payroll year.
- 4.6 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.
- 4.7 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 this Article 4 - Deduction of dues, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the 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 5 - DISCRIMINATION & HARASSMENT

- 5.1 (2012) The Company and the Union agree to subscribe to the principles of the Alberta Human Rights Act and/or the Alberta Labour Relations Code.

ARTICLE 6 – WORKPLACE HARASSMENT

- 6.1 All employees union or non-union have the right to work in an environment free from harassment, including sexual harassment. The Company, the Union and all employees are committed to this principle.
- 6.2 The Company and the Union agree to adhere and uphold the Harassment Prevention Policy established by Fairmont Hotels & Resorts. The policy will be available to all employees.

- 6.3 The Company shall ensure that employees occupying an excluded position adhere to and be governed by said policy and the Union will do likewise respecting bargaining unit employees.
- 6.4 It is understood that the application of the Harassment Prevention Policy and any action taken as a result of the Policy, are matters subject to the grievance procedure.
- 6.5 (2012) Any amendments to said policy shall be forwarded to the Chief Steward and a copy shall be sent to the Local Union Office.
- 6.6 (2004) **Special Procedure:** The following special procedure will apply whereby a complaint has been filed under this Article.
- a) The employee must be notified of the charges as soon as possible after a complaint has been filed with the General Manager or designated. The National Representative or the Chief Steward will also be notified of all such charges at the same time.
 - b) The employee shall receive an impartial investigation within seven (7) calendar days following the provision of a) above and having received at least twenty-four (24) hours' advance notice, including time and date of investigation.
 - c) The employee, and, upon his/her request, his/her representative, will be given a complete outline on all charges and known evidence, respecting any request for confidentiality by any party involved, at least twenty-four (24) hours prior to the investigation.
 - d) The employee may be held out of service until the time of the investigation.
 - e) At the investigation, the employee, at his request, shall be represented by the Chief Steward or his/her designated representative of the CAW-Canada, Local 4050.
 - f) Any witnesses and/or known evidence will be called by either party and such witnesses shall not be penalized by loss of pay.
 - g) Management shall render its decision in writing within seven (7) calendar days of such investigation. Any resulting disciplinary action will take effect immediately and will not be subject to the provisions of article 21.5.
 - h) Either party may request an extension of the above time limits and such extensions will not be unreasonably withheld.
 - i) Management's decision may be appealed to Step #2 of the Grievance Procedure.
 - j) It is understood that all of the time limits included in this Article are exclusive of Saturday, Sunday and General Holidays.

ARTICLE 7 – UNION STEWARDS AND UNION OFFICIALS

- 7.1 The Union will advise the Company of the name of the National Representative representing the employees of the Bargaining Unit and any replacement/relief that may occur from time to time. The Company will likewise advise the Union of the proper Officer(s) of the Company responsible for Labour Relations matters.
- 7.2 (2010) The Company shall recognize a duly appointed or elected Chief Steward and Union Stewards provided that the Union has first advised the Company in writing of the name of the employee so appointed or elected. The Union agrees to advise the Company in writing of any changes made by appointment or election from time to time.
- 7.3 (2010) The Union acknowledges that the Chief Steward and Union Steward(s) have their responsibilities and duties to perform as employees of the Company and as such will not leave their duties or responsibilities without first obtaining permission from their immediate Supervisor or in his/her absence permission from the next higher up level of supervision to carry out functions under this Agreement. Said permission shall not be refused without valid reason. It is understood that said Chief Steward and/or Union Steward(s) will not contact employee(s) at such times or under such circumstances as to distract from or interfere with the performance of their duties and responsibilities.
- 7.4 Members of the Union bargaining committee, will, during periods of bargaining with the Company:
- a) (2006) Provided that the required employee's monthly premium are paid in the first pay period of the month for which coverage is provided, either by direct payroll deduction or personal cheque (payable to: Fairmont Regional Linen Service) said employee(s) will be treated as if at work for the purposes of coverage under the "Fairmont Hotels - Group Benefit Plan - for Schedule Employees of the Fairmont Regional Linen Service. Should the premium not be paid by the employee, the coverage shall terminate forthwith for said period.
 - b) (2006) An employee who is already a member of the "Fairmont Hotels Pension Plan " shall be entitled to maintain his/her member contributions by means of personal cheque (payable to: Fairmont Regional Linen Service) and, only in doing so, shall the Company's contributions continue to be made. It is agreed that said provision shall only apply to the schedule regular hours that the employee would have otherwise worked. Furthermore, the employee's pension YTD shall be amended accordingly.
 - c) The above provisions of a) and b), shall cease in case of a strike and/or lockout.
- 7.5 (2010) In the event that the Chief Steward is absent from work, or unable to attend, a designated member of the Union may replace him/her under the same conditions as stated under article 7.3.
- 7.6 (2010) Should a disciplinary meeting be held between an employee and the Company, the Chief Steward or designate official union representative shall be present.

(2012) In the application of this article “disciplinary meeting” shall be deemed to occur when it entails the awarding of a written corrective action or a suspension but shall not include verbal discussion with employee(s), employee coaching and notes to file.

7.7 (2012) The General Manager or designate and the Chief Steward or designate shall meet on a monthly basis in order to address any labour issues related to the administration or application of this Agreement. Such meeting will occur without disturbing service and without loss of regular wages for the Chief Steward or designate. Minutes of such meeting will be signed by the Company and the Chief Steward or designate and copies of such minutes will be provided to the Chief Steward who will then forward them to the Local Union Office. Both parties are committed to maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

7.8 (2010) The Chief Steward or their designate, attending a meeting mutually agreed upon between the General Manager and the Local Union Representative or designate, and at which the parties to the present Agreement are present, shall be subject to no loss of his/her regular wages.

7.9 (2004) A bulletin board shall be provided for the sole and exclusive use of the Union, which shall be supplied and installed by the Company in the employees’ lunchroom. Any Union notices must be signed by proper officials of the Union and such notices shall pertain to the Union employees only.

7.10 It is mutually agreed that there shall be no strike, lockout, slowdown or any other action intended to restrict or limit productivity or service, whether sympathetic or otherwise during the term that this Agreement shall be in force.

Neither the Company nor Union shall counsel, support or participate in the aforementioned activities.

7.11 Authorized representatives of the Union may visit the Laundry’s premises for the purpose of discussing or investigating any matter covered by this Agreement; it being understood there will be no interruption of work caused by such visitation. The authorized representatives of the Union shall contact the General Manager prior to arranging and pursuing to such visitation.

7.12 For the purposes of negotiations between the Company and the Union the Company will recognize three (3) employees, from different departments, whenever possible, of the Fairmont Regional Linen Service, in Canmore, representatives from the Local and representatives from the National Union (CAW - Canada) including the National Representative.

7.13 (2012) Subject to operational considerations, an unpaid leave of absence may be granted to an employee who is elected as a representative of the Union to attend at Union meetings and/or Union conventions or Union educational training. The Company shall be notified

in writing, by the Local Union Representative or designate, of the request for such leave of absence for said employee no less than fourteen (14) calendar days prior to the date the leave is to commence if the leave requested is for three (3) consecutive days or more. If the leave requested is for two (2) consecutive days or less, notification, in writing by the Local President or Chief Steward or designate, shall be on or before the day that the new weekly schedule is posted so that the leave may be granted in the following week. The company will provide a written response to the Local President or the Chief Steward within three (3) calendar days, excluding weekends and holidays, of receipt of the request.

- 7.14 (2010) An employee (no more than one (1) concurrently) appointed as a National or a paid Local Representative, if requested at least thirty (30) calendar days in advance in writing to the General Manager will be granted a leave of absence, without pay and benefits while so engaged, and for as long as he/she continues to hold said position elected and/or appointed and will maintain his/her accrued seniority within the bargaining unit. Upon prior notice of at least thirty (30) calendar days, the employee may resume the duties previously fulfilled before departure and the provisions of this Agreement shall resume relative to pay and benefits.

Should his/her position be abolished, the employee will be entitled to exercise his/her seniority rights as per the provisions contained in the Agreement.

- 7.15 (2012) The Company agrees that the Chief Steward or designate shall be introduced to all new hires within their first week of hiring and shall be allotted fifteen (15) minutes without loss of pay.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 The Company has the exclusive right to ensure its operations run efficiently and profitably, to manage and operate its establishment and to conduct its business as it wishes, subject only to restrictions of this agreement. The Company is to retain all rights and privileges that are not specifically abandoned or restricted under this agreement.
- 8.2 The Company has the exclusive right to maintain order, discipline, efficiency, and to make or change rules and/or regulations that employees must observe. Such rules and/or regulations must not contradict any of the provisions of this agreement and will only enter into effect seventy-two (72) hours after the Company bulletins them.
- 8.3 The Company has the exclusive right to establish normal requirements of a job, production standards, qualifications, and efficiency, to classify and re-classify positions as well as to assign employee(s) from one duty to another also to limit, suspend or cease operations.
- 8.4 The Company agrees that in exercising of its Company rights and in the administration of this agreement, it shall do so without discrimination.

ARTICLE 9 – PROBATIONARY EMPLOYEES

- 9.1 (2001) A person, other than one hired to occupy a classification in the Maintenance Department, having less than four hundred (400) regular and overtime working hours or less than three (3) months continuous active employment hours which excludes absences due to accident or illness or other leaves of absence, shall be considered to be on probation. During the probationary period, an employee found unsuitable may be terminated at the sole discretion of the Company.

A person hired to occupy a classification in the Maintenance Department and having less than eight hundred (800) regular and overtime working hours or less than five (5) months continuous active employment hours which excludes absences due to accident or illness or other leaves of absence, shall be considered to be on probation. During the probationary period, an employee found unsuitable may be terminated at the sole discretion of the Company.

- 9.2 Following the successful completion of the probationary period, seniority shall be dated from the beginning of the probationary period and the employee's name will be placed on the seniority list and shall then be entitled to exercise seniority.

ARTICLE 10 - SENIORITY

- 10.1 For Seniority purposes employees shall be grouped in accordance with Schedule "A" and, except as otherwise provided, seniority shall be exercised only within each classification.
- 10.2 Subject to Article 9, articles 10.5 & 10.6, an employee shall accumulate seniority in a position within a classification as listed in Schedule "A".
- 10.3 No later than January 15 and July 15 of each year, the Company will post a seniority list, as per the provision of article 10.1, for all seniority employees. Each list will contain the following information for each employee, in order of classification seniority:

Name
Department
Classification
Bargaining Unit Seniority Date
Department Seniority Date
Classification Seniority Date

(2012) The Company shall provide the Local Union Office and the Chief Steward with copies of each list. Seniority lists shall remain posted on bulletin boards until superseded by a subsequent list.

- 10.4 (2012) No change shall be made in the seniority date of an employee that has appeared on two (2) consecutive seniority lists unless the seniority date appearing on such lists was protested in writing within the sixty (60) calendar day period allowed for correctional purposes, except by mutual agreement between the Human Resources Manager and the

Local Union Office. When the seniority status of an employee is so corrected, the corrected status shall be final.

- 10.5 An employee who bid on a bulletined regular full-time position and is the successful applicant shall have his/her seniority date transferred to the new classification seniority list, and his/her name shall then be removed from the previous classification seniority list after he/she has successfully completed the trial period of up to forty-five (45) working days. Said employee shall maintain his/her departmental seniority date.
- 10.6 An employee who bid on a bulletined Regular full-time position and is the successful applicant shall have his/her seniority date transferred to the new classification and departmental seniority lists, and his/her name shall then be removed from the previous classification and departmental seniority lists after he/she has successfully completed the trial period of up to forty-five (45) working days.
- 10.7 (2001) Employees who have been awarded a temporary position shall be placed at the bottom of the seniority list in the new classification. They shall continue to accumulate seniority only in their original classification while occupying the temporary position. Employees who in accordance with the provisions of article 14.11 are returned to their original classification shall do so with all their full seniority as accumulated in their original classification while occupying the temporary position.

ARTICLE 11 – LOSS OF SENIORITY

- 11.1 An employee shall forfeit his/her seniority and his/her name shall be removed from the seniority list for the following reasons;
- a) voluntary resignation;
 - b) dismissal for ample and just cause;
 - c) failure to return from an authorized leave of absence without an acceptable reason or is absent without just cause;
 - d) when on lay-off, an employee is not recalled to duty for a period of time equal to the length of his/her continuous service, but for no longer than twelve (12) months;
 - e) failure to comply with the provisions of articles 15.1, 15.2, 15.3, 16.9;
 - f) retired;
 - g) when an employee's position is abolished and the employee fails to exercise their seniority rights.

ARTICLE 12 – HOURS OF WORK

- 12.1 The provisions contained in this Article must however in no way be interpreted as a weekly or daily guarantee of work hours or days.
- 12.2 The normal workday shall be eight (8) consecutive hours exclusive of the meal period and the normal workweek shall be forty (40) regular hours divided into five (5) normal workdays.
- 12.3 Notwithstanding the provisions in article 12.2 a compressed workweek may be implemented by the Company in one or all the classifications consisting of four (4) days of ten (10) consecutive hours per day exclusive of the meal period.

Implementation of such schedule shall only occur after full discussion and majority agreement of the employees affected within the classification.

It is understood that either party may serve a written notice to the other party of at least one week prior to the posting of the weekly schedule as per article 12.7, that ten (10) hours per day shall be reverted back to eight (8) hours per day.

- 12.4 Regular meal periods shall not be less than thirty (30) minutes nor more than one (1) hour, unless arranged between the employee and his/her supervisor. Said unpaid meal period shall be provided to all employees who are working (regular or overtime) shifts of five hours or more which shall be scheduled as close to the mid-point of the shift as possible, however and with the exception of the truck driver, in no case shall such meal break be scheduled before the third hour nor later than the fifth hour.
- 12.5 An employee who is required to work through his/her meal period, such work shall be paid at straight time, and at the first opportunity, he/she shall be granted thirty (30) minutes for a meal without deduction from pay. Should an employee, as a result, work more than eight (8) hours that day, such extra hours shall be paid at overtime rate.
- 12.6 Employees shall be allowed two (2) fifteen (15) minute paid rest breaks in each normal work day or an equivalent overtime work day, one during the first half of their assignment and one during the second half of their assignment. Employees with an assignment of six (6) hours or less shall be allowed only one (1) rest break per day. Rest breaks shall be assigned on a daily basis by the department head taking into consideration the needs of the operation.
- 12.7 Departmental weekly schedules, indicating daily starting times, will be posted, as far as possible, by Monday 4:00p.m., but in any event no later than Tuesday 10:00a.m., for the work week starting that following Friday and ending the Thursday thereafter. Said schedule shall be posted in a conspicuous place where all employees concerned have ready access to read and take note.

If the schedule is not posted in accordance with the above time limits, the previous weeks work schedule shall continue for the next week. Except in cases of an emergency or circumstance beyond the Company's control, in the event that there is a change in the schedule of an employee following its posting, the Company will make every effort to advise by telephone or direct contact personally the affected employee at least twenty four (24) hours in advance of the change in schedule including starting times.

- 12.8 The Company may following its approval, allow request by employees to exchange shifts with other qualified employees to perform each other's normal duties. Said request shall be in writing on the Company's request form, one copy to be retain by the Company and one given to each employee concern.
- 12.9 (2006) Excluding the application of article 12.3, regular full-time employees shall receive two (2) consecutive days off in each normal workweek. In the eventuality that two (2) consecutive days off become available and should the Company decide to maintain such days off, it will offer the same based on seniority within the affected classification before assigning said days off. Seniority shall not be used to displace a junior employee's days off.
- 12.10 The Company will provide the Chief Steward with a copy of all posted schedules.
- 12.11 An employee will be granted a minimum of ten (10) consecutive hours rest between shifts, with the exception of;
- a) unscheduled overtime
 - b) mutual agreement between employees as authorized
 - c) force majeure (circumstances beyond the control of the Company)
- 12.12 The working period shall commence at the time an employee is required to report, and does so report properly prepared to begin work.
- 12.13 If an employee punches out late without proper authorization, they will not be paid and the time shown on the time card beyond the authorized quitting time is the employee personal time.
- 12.14 The normal workday and normal workweek for employees of the Maintenance department shall be as follows;
- a) When the department is operating with four (4) employees holding the requirements stated in either note #1 and/or note #3 of Schedule "A" the normal work day shall be ten (10) consecutive hours including the meal period and the normal work week shall be forty (40) regular hours divided into four (4) consecutive work days in a period of seven (7) days.

Should the Company want to revert back to eight (8) hours per day, it shall invoke the provisions of the third paragraph of article 12.3.

Should the Company want to revert back to ten (10) hours per day, it shall invoke all of the provisions of article 12.3.

- b) (2006) When the department is operating with less than four (4) holding the requirements stated in either note #1 and/or note #3 of Schedule "A", said employees will be working four (4) consecutive days of eleven (11) consecutive hours including the meal period and three (3) consecutive days of twelve (12) consecutive hours including the meal period and their normal work week shall be up to eighty (80) regular hours in a pay period.

12.15 It is understood between the Company and the Union that the maximum workday is twelve (12) regular hours long.

ARTICLE 13 – OVERTIME AND CALLS

13.1 Authorized time worked by an employee in excess of a normal workday or a normal workweek as defined in article 12.2, shall be considered as overtime and shall be paid for on minute basis of one and one-half times (1 ½) his/her hourly rate.

When article 12.3 is applied, authorized time worked by an employee, in excess of ten (10) hours per normal work day or forty (40) hours per normal work week, shall be considered as overtime and shall be paid for on a minute basis of one and one-half times (1 ½) his/her hourly rate.

When article 12.14 is applied, authorized time worked by an employee, in excess of the normal work day or normal work week stated therein, shall be considered as overtime and shall be paid for on a minute basis of one and one-half times (1 ½) his/her hourly rate.

13.2 An employee of the Maintenance Department who is notified or called to perform work not continuous with, before or after, his/her assigned hours, shall be allowed a minimum of two (2) hours pay at one and one-half times (1 ½) his/her hourly rate.

13.3 Should an employee be required to work on his/her six (6) or seven (7) consecutive days within a normal work week as indicated in article 12.2, all hours worked shall be paid for on the basis of one and one-half (1 ½) times his/her hourly rate.

13.4 All overtime owing shall be paid within the respective pay period in which it was earned.

13.5 Should an employee of the Maintenance Department, because of an emergency, have to perform overtime work, he/she shall first attempt to obtain permission by calling the Chief Engineer or the General Manager, failing which, he/she shall perform the overtime ensuring to advise the duty manager on the following day.

13.6 An employee required to perform overtime work which is continuous to the start of his/her regular shift, provide that said overtime work is for two (2) hours or more, shall be entitled to a fifteen (15) minute paid rest period before the actual start of his/her regular shift.

An employee required to perform overtime work which is continuous to the end of his/her regular shift, provide that said overtime work is known to be in excess of two (2) hours or more, shall be entitled to a fifteen (15) minute paid rest period before the actual start of the overtime work.

- 13.7 Every effort will be made to avoid the necessity of overtime, however, when conditions necessitate overtime, that is continuous with before or after a normal shift, it shall be assigned by seniority on a voluntary basis with preference being given to senior employees within the classification who may decline work, provided a less senior qualified employee within the classification is already at work and available to perform the work.

Should conditions necessitate additional employees to perform authorized overtime, said overtime will be offered by seniority to qualified employees from other classifications first within the department and then other departments. A senior employee may decline work, provided a less senior qualified employee is already at work and not on overtime. Employees who assume overtime outside of their classification will be paid at the rate of pay of the higher classification.

- 13.8 “Any unassigned overtime hours, which are not continuous with before or after a normal shift, for which the Company is unable to secure proper qualified staffing, will be offered in order of bargaining unit seniority to qualified employees, first within the classification and then from other classifications who are not working. A senior employee may decline work, provided a less senior qualified employee is not already scheduled to perform overtime work. Employees who assume overtime outside of their classification will be paid at the rate of pay of the higher classification.

- 13.9 An employee required to perform overtime work within their own classification may refuse overtime assignments two (2) times. If the employee refuses the overtime assignment three (3) times, the Company does not have to offer further overtime assignments to the employee for a period of one (1) month, following the third request by the Company.

ARTICLE 14 – FILLING OF POSITIONS

- 14.1 The appropriate supervisory officer shall fill positions on the basis of qualifications and seniority of applicants, within classification; department; and then other departments. When qualifying factors are relatively equal, seniority shall govern. Should any employee not be promoted or granted the vacancy, the Chief Steward and the applicant shall be furnished with the reason in writing, if requested.

- 14.2 (2004) All vacancies in regular full-time positions, including Maintenance Department, that the Company intends to fill, or newly established regular full-time positions shall be bulletined.

- 14.3 (2012) Bulletined positions shall be posted for three (3) calendar days excluding weekends and statutory holidays, in a place accessible to the employees concerned. Applicants will be advised by the appropriate supervisory officer of the result of their application following

the expiration of the posting. Once the posted position has been awarded, a copy of the bulletin indicating the name of the successful applicant shall be forwarded to the Chief Steward and the Local Union Office.

(2006) In the application of article 14.3, during the period covering the months of May to September, the Company will be allowed to have a standing posting for the “Utility II” position in order to fill as needed only.

14.4 Each bulletined position shall show:

- a) Title of position
- b) Department
- c) Rate of Pay
- d) Normal requirements
- e) Qualifications
- f) Assigned days off (if known)
- g) Hours of Service (if known)
- h) If temporary, approximate duration

14.5 Employees wishing to fill vacant positions shall make their applications within the three (3) day period of posting, excluding weekends and statutory holidays. Bids shall be in writing to the appropriate officer and shall set forth the employee’s qualifications for the position, which he/she may be called upon to demonstrate to the satisfaction of the Company.

14.6 An employee who has submitted a bid may withdraw that bid anytime within the time allowed in Clause 14.5 provided such withdrawal is done in writing, including the date and employees signature.

14.7 An employee, upon request shall be permitted to demonstrate their qualifications for the position in the presence of the Chief Steward or their representative.

14.8 The successful employee will assume the position in accordance with the date indicated on the posting.

14.9 (2001) Regular employees assigned to positions by bulletin shall receive a full explanation of the duties involved. They must demonstrate their ability to perform the work during a trial period of at least ten (10) working days and up to a maximum of forty-five (45) working days of actually performing the work of said position, which period, depending on the character of the work, may be extended by mutual agreement between the Human Resources Manager, and the Chief Steward. The employee will be advised upon termination of the trial period.

- 14.10 If considered unsatisfactory, the employee will be returned to their former position without loss of seniority. In the event the employee's former position has been abolished, the employee may exercise his/her seniority in accordance with the provisions of this Agreement.
- 14.11 Upon the expiration of a temporary vacancy or position, an employee so assigned shall be returned to their regularly assigned position. An employee hired specifically for a temporary vacancy or position shall be terminated at the expiry of said vacancy or position unless they have obtained another position covered by this Collective Agreement.
- 14.12 An employee removed from a position to which he/she had been appointed, as a result of a grievance filed by a senior employee, may return to his/her former position, or exercise his/her seniority rights to any positions that were bulletined simultaneously with the aforementioned position for which he/she is qualified, and was awarded to a junior employee and the junior employee so displaced will be allowed to exercise their seniority in the same manner.

ARTICLE 15 – ABOLISHED POSITIONS AND DISPLACEMENT

15.1 (2001)

- a) A regular full-time employee who is displaced or whose position is abolished, must exercise his/her seniority rights, within two (2) calendar days, excluding scheduled days off, of personal notification of the displacement or the abolition of his/her position, to displace the junior employee within his/her department provided he/she has the qualifications to perform the work; or
- b) when a regular full-time employee does not have sufficient seniority in his/her department, he/she may use his/her bargaining unit seniority to displace the junior employee in another department subject to having the qualifications required to perform the work; or
- c) a regular employee who does not have sufficient seniority or does not have the required qualifications may select a lay off or be placed into an entree level position paid at the governing rate. Employee's shall receive a full explanation of the duties involved and will be allowed to demonstrate their ability to acquire the qualifications to perform the work during a trial period of at least ten (10) working days and up to a maximum of forty-five (45) working days of actually performing the work of said position. The employee will be advised upon termination of the trial period and shall then have his/her seniority transfer into his/her new classification.

In the application of c) herein, entree level position is defined as a position within the following classifications:

- Attendant/Ironers
- Attendant/Towels
- Wash floor Attendant

- 15.2 When an employee exercises his/her seniority as provided for in Article 15.1, or 15.3, the employee must commence work in the new position and assume the schedule of work of the employee displaced as follow:
- within seven (7) calendar days of the written notice of abolishment of position or on the date the position is abolished, whichever is later.
 - a displaced employee must start work immediately following the application of the provisions of article 15.1
- 15.3 An employee whose position is abolished as a result of a technological change must exercise their seniority to displace the junior employee provided he/she has the ability to perform the work. If such an employee is unable to exercise his/her seniority, he/she may sever his/her service with the Company, in which event the employee will be paid notice as per the provisions of the Alberta Employment Standards Code, calculated at the hourly rate the employee was receiving at the time his/her position was abolished.
- 15.4 In the application of any of the articles stated above, the employee seniority shall be treated in the same manner as the manner provided under articles 10.5 and. 10.6.

ARTICLE 16 – LAYOFF AND RECALL

- 16.1 (2012) In reducing the work force, employees shall be laid off within their respective classification in reverse order of seniority. When a lay-off is known to be of seven (7) working days or more, seven (7) calendar days notice of lay-off, will be given in writing to affected employees, with a copy to the Chief Steward and to the Local Union Office.
- 16.2 A laid off regular full-time employee must exercise his/her seniority within two (2) working days to any other classification within his/her department provided he/she has the qualifications to perform the work.
- 16.3 When a regular full-time employee has exhausted their seniority in their own department he/she may exercise their seniority to displace the junior employee in another department subject to having the qualifications required to perform the work.
- 16.4 (2001) When an employee is on vacation, personal leave of absence, WCB, justifiable sick leave, Maternity/Parental/Adoption leave on the date of his/her displacement or the abolition of his/her position, the time limits in articles 16.1 and 16.2 apply from the date of his/her return to work.
- 16.5 To be eligible for recall or call-in, a laid-off employee must register his/her name and address and telephone number, in writing, at time of lay-off, with the Human Resources office. The employee must keep the Company informed in writing of any changes that may occur in his/her address or telephone number. A copy of this shall be provided to the Chief Steward by the employee.

- 16.6 Laid-off regular full-time employees, who have the qualifications to perform the work, shall be recalled to service in order of their seniority. An employee recalled into a position other than the one in which he/she was laid-off, shall be deemed recalled into his/her laid-off position when said position becomes available.
- 16.7 A laid off regular full-time employee, when qualified, shall be given preference of employment in filling new positions or vacancies in other than his/her own department.
- 16.8 An employee, recalled from lay-off, shall be notified by registered mail or equivalent, or by telephone contact to the last address or telephone numbers on record with the Company. A copy of the recall notice shall be given to the Chief Steward.
- 16.9 When a laid off employee fails to advise the Company of his/her intentions to return to work within five (5) calendar days of receipt of recall notice, or fails to return to work within seven (7) calendar days of receiving a return to work notice, unless due to a bona fide illness and/or victim of an accident, they shall forfeit their seniority rights and their employment shall be terminated forthwith. Receipt of recall notice is deemed to be received no later than five (5) days of the date of mailing or in the event that such notice is hand-delivered, the date received, in any case, whichever is first
- 16.10 Should the Company be in need of additional work forces for a period not justifying an official recall as per indicated in articles 3.1 (r) and 16.8, because of a temporary increase in the workload or of an employee's absence from work, it shall call in qualified employee in reverse order of lay off. It is understood that such call-in shall not warrant the application of the provisions of article 16.8, once the call-in is no longer required. An employee refusing two (2) call-in, in a lay off period, without a valid and justifiable reason to the Company, shall not be entitled to a call-in until an official recall is activated. Furthermore, failing a valid and justifiable reason said employee shall not be entitled to grieve for loss of revenue in the case of a refusal of call-in.

ARTICLE 17 – RATES OF PAY

- 17.1 Rates of Pay listed in Schedule “A” shall apply during the term of this Agreement, subject to all other provisions of this Agreement.
- 17.2 Employees temporarily assigned to a position in a higher rated classification shall receive the higher rate of pay while occupying such position. Assisting a higher rated employee does not justify a rate change.
- 17.3 Employees temporarily assigned to lower-rated positions shall not have their rates reduced.
- 17.4 When an employee, as a result of a job posting is awarded a new job, the incumbent rate shall become effective immediately on the day the employee starts in the new position.
- 17.5 An employee assigned to a classification, by bulletin or exercise of seniority, shall be paid the applicable classification wage rate contained in Schedule “A”.

- 17.6 Rates for newly created positions shall be the same as those established for positions of similar class or kind. Rates for newly created classifications shall be negotiated by the Company and the National Representative of the Union.
- 17.7 Rates may be changed consistent with changed duties and responsibility. The Company and the National Representative of the Union will endeavor to determine such rate changes. Failing agreement the provisions of Article 21 of the collective agreement may be exercised.
- 17.8 (2004) An employee, who, at the request of the Company, must provide on-the-job training to another employee, shall receive a premium of seventy-five (\$0.75) cents per hour while so doing.
- 17.9 When an employee is short paid eight (8) hours on their pay cheque, due to management error or oversight, a cheque will normally be issued within two (2) days, excluding weekends and statutory holidays, from the employee request. When an employee is short paid, as outlined above, but due to the employee's error, those monies will be processed with the next pay cheque.

ARTICLE 18 – STATUTORY HOLIDAYS

- 18.1 (2010) Subject to the provisions of Article 18.2, a regular full-time employee who has completed not less than thirty (30) working days within the twelve (12) month period immediately preceding the statutory holiday, shall receive pay at his/her hourly rate for the number of hours constituting his/her regular assignment, with a maximum of ten (10) hours for each of the following holidays:
- 18.2 (2004) The following general holidays shall be recognized by the Company:
- | | |
|----------------------|---|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Easter Monday |
| August Civic Holiday | Boxing Day effective December 26 th , 2005 |
- 18.3 Should the Alberta Provincial Government legislate an additional General Holiday "Easter Monday" shall be substituted by said new General Holiday.
- 18.4 To be eligible for a General Holiday with pay, a regular full-time employee must render compensated service on the last regular scheduled worked day in the normal work week immediately preceding the holiday and the first regular scheduled work day in the normal work week immediately following the holiday and must work on the General Holiday when he/she is requested or scheduled to do so.

- 18.5 An employee who is eligible for General Holiday, and is absent on account of vacation with pay shall be considered as having rendered compensated service on each day of vacation with pay for the purposes of qualifying for holiday pay.
- 18.6 An employee on authorized leave of absence on either his/her work day immediately preceding or his/her work day immediately following a holiday, but not both, who renders compensated service on the other work day either immediately preceding or following the holiday, shall be considered eligible for pay for the holiday if otherwise qualified.
- 18.7 An employee who renders compensated service on his/her work day immediately preceding or his/her work day immediately following a holiday, but not both, and is prevented by an injury, other than one entitling him to receive Workman's Compensation payment, from working on his/her work day immediately preceding or following the holiday shall be considered eligible for pay for the holiday if otherwise qualified.
- 18.8 An eligible employee who is required to work on any of the above stated General Holidays, shall be paid for, as follows:
- a) If on a regularly scheduled day: one and one-half (1 ½) times his/her hourly rate for each hour worked and in addition shall be entitled to receive general holiday pay.
 - b) If on a scheduled rest day: double (2) times his/her hourly rate for each hour worked and in addition shall be entitled to receive general holiday pay.
 - c) (2010) An eligible employee who is not required to work on a normally scheduled work day on any of the above stated General Holidays, shall be entitled to receive pay at his/her hourly rate for a maximum of ten (10) hours.
- 18.9 If a Statutory Holiday falls within the paid annual vacation of an employee, the Company shall, if the Statutory Holiday is one to which the employee would have been entitled to and eligible for, had he/she not have been on paid vacation, give the employee:
- a) a lieu day off shall be given on what would have been the first day the employee would have worked after the employees annual vacation, and
 - b) (2010) Statutory Holiday pay of a sum that is equal to his/her regular rate for a maximum of ten (10) hours.
 - c) should the first day, as indicated herein a), the employee would have worked be a statutory holiday, the application shall be as follow:
 - i) the first day the employee would have worked shall be taken as the lieu day off;
 - and
 - ii) the second day the employee would have worked shall be taken as a lieu day off for

the statutory holiday that occurs on the employee first day the employee would have worked.

- 18.10 In order to accommodate a justifiable high holy day in accordance with personal religious beliefs, and without causing undue interference to the operation, a non-Christian employee who is eligible and qualifies as per the provisions of this Article may apply to receive a regular paid day-off in lieu of payment of the General Holiday's (Christmas Day) pay as per the provisions of article 18.8.

Such request must be made in writing to the department head at least three (3) weeks prior to the date honouring the Statutory Holiday listed in article 18.2.

It is understood and agreed that the above shall not be construed as adding further entitlements to those outlined in article 18.2

ARTICLE 19 - VACATION

- 19.1 An employee shall receive an annual vacation in accordance with the length of his/her continued service with the Company.
- 19.2 Upon termination of service, an employee will be paid for any vacation due and for which he/she is entitled in accordance with the provisions of article 19.3.
- 19.3 On January 1st of each year, an employee shall be entitled to vacation in accordance with the following schedule:
- a) an employee as of January 1st of each year who has worked more than thirty days but less than one (1) year of continuous service shall be entitled to vacation prorated on the basis of one (1) day per full month worked up to a maximum of ten (10) days. Vacation pay will be calculated on the basis of four percent (4%) of his/her annual gross earnings in the preceding year.
 - b) an employee as of January 1st of each year who has worked one (1) year of continuous service but less than three years of continuous service shall be entitled to two (2) weeks' vacation. Vacation pay will be calculated on the basis of four percent (4%) of his/her annual gross earnings in the preceding year.
 - c) an employee as of January 1st of each year who has worked three (3) years of continuous service but less than nine (9) years shall be entitled to three (3) weeks' vacation. Vacation pay will be calculated on the basis of six percent (6%) of his/her annual gross earnings in the preceding year.
 - d) (2006) an employee as of January 1st of each year who has worked nine (9) years of continuous service but less than twenty (20) years shall be entitled to four (4) weeks' vacation. Vacation pay will be calculated on the basis of eight percent (8%) of his/her annual gross earnings in the preceding year.

- e) (2006) effective January 1st, 2007 and every year thereafter, an employee as of January 1st of each year who has worked twenty (20) years of continuous service or more shall be entitled to five (5) weeks' vacation. Vacation pay will be calculated on the basis of ten percent (10%) of his/her annual gross earnings in the preceding year.
 - f) (2012) effective January 1st, 2013 and every year thereafter, an employee as of January 1st of each year who has worked thirty (30) years of continuous service or more shall be entitled to six (6) weeks' vacation. Vacation pay will be calculated on the basis of twelve percent (12%) of his/her annual gross earnings in the preceding year.
- 19.4 Not later than January 15th of each year the Company shall post a list in each department showing a list of employees by classification within a department, which indicates their vacation entitlement for the "Vacation Year". Such list will also state any vacation restrictions.
- 19.5
- a) (2012) Employees applications for vacation made prior to March 1st of each year shall, in so far as it is practicable to do so and that the Company is able to maintain a qualified work force, be given preference in order of seniority within a department, and regardless of seniority shall be given preference over applications made later than March 1st.
 - b) (2012) Applications filed prior to March 1st, in so far as it is practicable to do so and that the Company is able to maintain a qualified work force, will, within a department, be allotted vacation during the summer season in order of departmental seniority of applicants.
 - c) (i) (2012) The Company shall by April 1st post a list showing the names of the employees in each department and the date they commence vacation and the date they return. The Company shall determine, the number of employees in each department and the number of week (s) employees may be allowed at any one time for vacation period. On said list the Company shall indicate the number of employee(s) allowed away at any one time in each department, copy of said list shall be given to the Chief Steward.
 - (ii) Provided the Company is able to maintain a qualified and adequate staff in each Department the Company shall allow a minimum of two (2) employees off on vacation at all times in each of the following departments as per above in seniority order (finishing and washing departments), the Company shall further allow a minimum of one (1) employee off on vacation at all times in each of the following departments as per above in seniority order (transportation, dry cleaning and maintenance departments).
 - d) Once the vacation dates are confirmed by the Company, they cannot be changed unless mutually agreed between the employee and the Company, nor can they be changed to a vacation period desired by a senior employee who made application prior to March 1st.

- e) It is understood between the parties that vacation once confirmed, may, following a mutual agreement between the Company and the employee affected, be altered to be consecutive with the employees days off immediately prior to or after the confirmed vacation dates.
- 19.6 Unless otherwise mutually agreed between the employee and Company, employees who have not applied for vacation as stated in article 19.5, shall be required to accept vacation periods allotted by the Company.
- 19.7 Special request for vacation filed between November 15th and November 30th of the previous year, for the period covering January 1st to February 28th for the immediate following year, will, if granted, be so in order of classification seniority within a department. Should this article be activated the provisions of article 19.5 d) shall apply.
- 19.8 Employees shall receive their vacation pay at the time of commencing vacation unless they have advised the Company otherwise at least two (2) pay periods prior to commencing their annual vacation.
- 19.9 If it is known that a lay-off period will exceed a two (2) week period, such laid off employee(s) will be paid for vacation due with the first pay period following the last day of work prior to the lay-off.
- 19.10 Notwithstanding the above, an employee that had acquired two (2) weeks or more vacation credits and was laid-off prior to the agreed date, said employee may elect either of the following at the time the employee is notified of the lay-off;
 - a) take payment of all vacation credits at the time of lay-off and clear all vacation periods, or
 - b) receive his/her vacation payment and time off at the agreed date.
- 19.11 Vacation shall be granted within the current calendar year. It is agreed that all outstanding vacation credits shall be paid with the last pay of the current year.

ARTICLE 20 – LEAVE OF ABSENCE

20.1 Voluntary leave of absence

- a) At the Company's discretion, a leave of absence may be granted for up to three (3) months and provided another qualified employee is available to carry on the work. Such leave shall be requested by the employee, in writing to the Human Resources Manager, as soon as the employee is aware that a leave of absence is required. Such requests, upon approval, will be granted in writing and no request shall be unreasonably denied.

- b) A leave of absence may be extended by the Company, provided the application is made before expiration of the period first requested. Such extension must be requested in writing, and will be accompanied by the appropriate reason and documentation, if applicable.
- c) Employees must use all outstanding vacation prior to beginning an approved leave of absence, exclusive of Requested Day Off (RDO) absences, pursuant to Article 20.1(a).

20.2 (2001) Maternity/Parental/ Adoption

The Company agrees to grant an employee a leave of absence in the case of maternity/parental/ adoption leave in accordance with the Employment Standards Code of Alberta (Parental benefits division 7).

20.3 (2001) Bereavement leave

A regular full-time employee upon request to the Company and with adequate evidence, shall be allowed in the event of the death of:

- a) spouse, child or stepchild, four (4) working days off without loss of pay;
- b) mother, father, brother or sister, father-in-law, mother-in-law, step-father, step-mother, grandparents, spouse's grandparents, grandchildren, son-in-law or daughter-in-law, three (3) working days off without loss of pay;
- c) Brother-in-law or sister-in-law, one (1) working day off without loss of pay.

It is understood that such leave shall be for the purpose of arranging and/or attending the funeral of the deceased.

Additional leave without pay may be granted on the request of the employee in accordance with article 20.1.

(2012) If an employee is eligible for bereavement leave pursuant to sub-paragraphs a) or b) he/she shall be entitled to up to an additional two (2) working days without loss of pay should the funeral takes place one hundred and fifty (150) km outside of the city of Canmore, Alberta. In no event shall the total amount of paid bereavement leave exceed five (5) working days without loss of wages.

20.4 Jury duty leave

An employee, who is called for jury duty or subpoenaed for witness other than as the accused, shall be granted leave of absence for any day, up to a maximum of thirty (30) working days in any one year, on which he/she reports for such jury or witness duty. Should the employee receive jury or witness pay, only upon providing the Company, documentation attesting to such, shall he/she be reimbursed an amount to ensure no loss in pay.

20.5 (2001) **Paid educational leave**

- a) Fairmont Regional Linen Service has agreed to pay into a special fund two cents (\$0.02) per hour worked per employee represented by the CAW 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 CAW for this purpose, and will be made payable and remitted to the following:

CAW Paid Education Leave Training Fund
C/o CAW-Canada
205 Placer Court
Willowdale, ON M2H 3H9

- b) Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between Canmore Laundry Operations Limited (Fairmont Regional Linen Service) and CAW-Canada, Local 4050, and subject to the operational requirements of the service.
- c) A leave of absence without pay will be granted to one (1) member, at a time, of the bargaining unit selected by the Union to attend an educational program offered by the CAW at the CAW Family Education Centre in Port Elgin, Ontario.
- d) (2010) Such leave shall be requested by the Union in writing to the Human Resources Manager, providing at least thirty (30) calendar days advance notice. Such request, upon approval, will be granted in writing for up to twenty (20) days class time (plus travel time as necessary).
- e) It is understood that an employee on said unpaid leave of absence is also subject to the existing Collective Agreement provisions as it concerns the continued accumulation of seniority and/or entitlement to health benefits as applicable.
- f) Furthermore, it is understood and agreed by both parties that the Company's contribution as outlined above shall be part of the individual property's payroll costing.

20.6 The Company shall provide all leaves in accordance with the entitlements set out in the Alberta Employment Standards Code, as amended from time to time, unless agreed to in an enhanced form in the collective agreement.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 a) **Individual Grievance:**

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

b) Group Grievance:

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

c) Policy Grievance:

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

21.2 An individual grievance shall be dealt with in the following manner:

Step 1: (2001) The employee and/or his/her Union representative must present the grievance in writing to the Department Head or designate, within seven (7) calendar days after first knowledge of grounds for a grievance. The Department Head or representative must give a decision in writing within seven (7) calendar days after receipt of the grievance.

Step 2: (2010) If the grievance is not settled, the Chief Steward or designated representative must appeal in writing to the Human Resources Manager or representative within fifteen (15) calendar days after the Department Head's decision in Step #1, excluding Saturday, Sunday and Statutory Holidays. The Human Resources Manager or representative must render a decision in writing within fifteen (15) calendar days, excluding Saturday, Sunday, and Statutory Holidays, after receipt of the written appeal.

Step 3: (2010) If the grievance is not settled, the Chief Steward or designated representative must appeal in writing to the General Manager or representative within fifteen (15) calendar days after the Human Resources Manager decision in Step #2, excluding Saturday, Sunday and Statutory Holidays. The General Manager or representative must render a decision in writing within fifteen (15) calendar days, excluding Saturday, Sunday and Statutory Holidays, after receipt of the written appeal.

21.3 If the grievance is not settled in Step #3, the matter may be processed in the following manner:

- (2004) the Union will, within thirty (30) calendar days following the Step #3 response, notify the Company that the matter has been referred to Arbitration in accordance with the provision of article 22.2.

- either party may, within fourteen (14) calendar days following receipt of such notification, request a joint conference between the Vice-President, Human Resources, Fairmont Hotels & Resorts or designate, and the National Representative of the Union or designate, and such conference shall take place prior to any Arbitration.

21.4 The grievance procedure shall apply equally to a grievance laid by a group of employees.

21.5 **Special Procedure (2010)**

(2012) The following special procedure will apply to cases where more than two (2) days' suspension or discharge is contemplated. The employee must be notified of the charges as soon as possible after senior management becomes aware of the alleged offense. The Local Union Representative or the Chief Steward will also be notified of all such charges at the same time.

The employee shall receive an impartial hearing within three (3) days of such knowledge and having received at least twenty-four (24) hours' advance notice, including time and date of hearing.

The employee, and, upon his/her request, his/her representative, will be given a complete outline on all charges and known evidence, respecting any request for confidentiality by any party involved, at least twenty-four (24) hours prior to the hearing.

The employee may be held out of service pending an investigation until the time of the hearing.

At the hearing, the employee shall be represented by the Chief Steward or his/her designated representative of the CAW-Canada, Local 4050.

Any witnesses and/or known evidence will be called by either party and such witnesses shall not be penalized by loss of pay.

Management shall render its decision in writing within three (3) days of such hearing. Any resulting disciplinary action will take effect immediately.

Either party may request an extension of the above time limits for a maximum of three (3) days and such extensions will not be unreasonably withheld.

Management's decision may be appealed to Step #2 of the Grievance Procedure.

It is understood that all of the time limits included in this Article are exclusive of Saturday, Sunday and General Holidays.

21.6 In the event that a grievance is not progressed by the Union, from one step to another within the time limits set forth in this Article, the grievance will be considered to have been settled in favor of the Company. Likewise, if no response to a grievance is received by the Union from the Company within the time limits set forth, the grievance will be considered to have

been settled in favor of the Union.

- 21.7 The settlement under this Article, of any complaint, shall not in any circumstances involve retroactive pay beyond a period of sixty (60) days prior to the date that a grievance was submitted in writing by the employee or the employee's representative.
- 21.8 The time limits set forth in Article 21 will apply equally to grievances originating with the Company.
- 21.9 All time limits provided in this Article may be extended by mutual agreement.
- 21.10 (2001) Provided no offense of a similar nature has occurred, at the end of a twenty-four (24) month period of employment following the issuance of a disciplinary letter and/or notice of suspension, such will be removed from an employee's disciplinary file and will not be used in any future consideration.
- 21.11 (2012) When a disciplinary letter or notice of suspension is assessed against an employee, the employee, the Chief Steward and the Local Union Office will be furnished a copy of same by the Company.
- 21.12 **Policy Grievance**
(2006) Said grievance may only be filed either by the Chief Steward or by his/her designate or by the General Manager or his/her designate. Step 1 and 2 of the grievance procedure shall be bypassed and the grievance shall be submitted in writing by one party to the other starting at step 3. Such a policy grievance shall identify: the classification and/or Department, the specific nature of the complaint, the Article(s) of the Collective Agreement in dispute, and the remedy sought.

ARTICLE 22 – ARBITRATION PROCEDURE

- 22.1 A dispute which:
- a) has been processed according to the steps outlined in Article 21, and
 - b) has not been settled at Step #3, may be referred by either party to a single Arbitrator or, if agreed to by both parties to a single Mediator/Arbitrator, for a final and binding settlement and without stoppage of work.
- 22.2 (2001) The request for Arbitration must be made in writing in accordance with the provisions of article 21.3. The party requesting Arbitration shall submit the names of three (3) Arbitrators. If none of these are acceptable, the other party shall in turn, within twenty one (21) calendar days, submit a list of three (3) Arbitrators. If the parties cannot agree, the Minister of Labour shall be requested to select and appoint an Arbitrator.

Unless a written mutual agreement as to the extension of time has been agreed upon by both parties, the hearing will be scheduled within thirty (30) calendar days following the

appointment of the arbitrator.

- 22.3 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/she 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 provision of this Agreement.
- 22.4 The Company and the Union, respectively shall bear any expense each has incurred in the presentation of the case to the Arbitrator or the Arbitrator/Mediator, but any general or common expenses, including the remuneration of the Arbitrator or Arbitrator/Mediator shall be divided equally.
- 22.5 The time limits as provided herein may be extended by mutual agreement.

ARTICLE 23 – TRAINING FOR PROMOTION

- 23.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose opportunity shall be afforded 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 arrangement with employees to exchange positions for temporary periods without effect upon the rates of pay of the employee concerned.
- 23.2 **Training and/or meetings during scheduled working hours**
An employee required by the Company to take training or attend meetings during their scheduled working hours will be paid their regular rate of pay while in training or meetings.
- 23.3 **Training and/or meetings outside of scheduled working hours**
An employee required by the Company to take training or attend meetings outside of their scheduled working hours will be compensated as follows:
- a) during a regular working day up to ten (10) continuous hours at their regular rate of pay.
 - b) after ten (10) continuous hours in a regular working day at time and one-half their regular rate of pay
 - c) (2012) employees attending a Company-sponsored training program and/or meeting on their regular assigned days off shall be paid for a minimum of four (4) hours at their regular rate. Training and/or meeting on the seventh (7th) consecutive day within a normal workweek shall be at the overtime rate. It is understood that an employee's attendance at such training shall be on a voluntary basis. Furthermore, the Company shall in no way incur additional training requirements or costs should an employee prefer to not attend.

ARTICLE 24 – HEALTH AND SAFETY

- 24.1 The Company, its employees, and the Union agree to adhere to and uphold the Occupational Health & Safety Policies and Procedures set by Fairmont Hotels & Resorts, as described in the current Manual used and implemented by the joint Health & Safety Committee, as well as all applicable legislation.
- 24.2 The parties are committed to the protection of all employees against work-related injuries and illness through on going education, training and communication.
- 24.3 To fulfill this commitment, the parties will provide and maintain safe and healthy work environments throughout the Company as required by industry standards and in compliance with all applicable legislation.
- 24.4 The parties will work together to eliminate workplace related hazards and strive to prevent workplace accidents through safe work practices, reporting and correcting any potential hazards observed.
- 24.5 (2001) A joint Health and Safety Committee shall be established which will be composed of a maximum of three (3) union representatives selected by the Union and a maximum of three (3) management representatives selected by the Company. Two Co-Chairpersons shall be members of the committee. Each party will advise the other of those appointed or elected and any changes made by appointment or election from time to time. One Co-Chair shall be a union member; the other shall be a management member.

The committee shall:

- 1) Ensure that a monthly plant safety inspection of the work site is done prior to the monthly Health and Safety Committee meetings.
- 2) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
- 3) Consider recommendations from the workforce with respect to Health and Safety matters and recommend implementation when warranted.
- 4) Hold safety meetings at least once every three (3) months to review and develop:
Reports of current accidents and occupational diseases, their causes and means of prevention.
Remedial Action taken or required by the reports of investigations or inspections.
Strategies pertaining to Health and Safety as deemed appropriate, such as ergonomic issues, ventilation and new technologies.
- 5) Record the minutes of the meetings and distribute accordingly. Meeting minutes will be signed by the Co-Chairs.
- 6) Have access to reports and documents relative to Health and Safety matters.
- 7) Review and recommend training opportunities as appropriate.
- 8) The Health and Safety Committee shall hold it's meeting and carry out its duties and functions without lost of regular pay.

- 24.6 (2006) Both co-chairs will take reasonable time together, without loss of regular pay, prior to the monthly Health and Safety meeting in order to prepare the agenda for said meeting.
- 24.7 It is further agreed that any improvement(s) to the Manual (except those dictated by legislation or Fairmont Hotels & Resorts), will be approved by the joint Health & Safety Committee.
- 24.8 (2004) **Right to accompany inspector**
A unionized employee who is elected or appointed as a member of the Joint health and Safety Committee of Fairmont Regional Linen Service may, subject to availability, accompany an inspector of the Alberta Workplace Health and Safety on inspection tours and will be provided access to any subsequent reports which will be reviewed by the Joint Health & Safety Committee.
- 24.9 (2022) Effective November 1st, 2022, , all Drivers, Maintenance Department employees and other employees required to wear safety footwear will be reimbursed the purchase of said safety footwear, , upon presentation of receipts to the Company, as follows:
- Drivers once every two (2) year period, two hundred dollars (\$200.00)
 - Required employees once every two (2) year period, two hundred dollars (\$200.00).
- This could be used towards the purchase of one (1) or two (2) pairs of safety footwear.
- 24.10 (2010) The Company will endeavor to ensure that all contaminated or potentially contaminated product will arrive in a blue bag and be identified by a tag on the outside of the bag. The Company will also endeavor to identify what the contamination is prior to any employee beginning the cleaning process.

ARTICLE 25 - REHABILITATION/MODIFIED WORK

- 25.1 The rehabilitation program is a temporary program in which employees may be placed should they become temporarily unfit to fill their usual occupation. The program allows employees to recuperate in order to be reinstated in their usual occupation.
- 25.2 In the application of this article the provisions contained in the Fairmont Hotels & Resorts policies and procedures on “Return to work Programs” shall be the governing factor.
- 25.3 All known particulars of each case, subject to the rules of this Article, shall be shared by the Company and the Union prior to an implementation of the program.
- 25.4 (2012) When mutually agreed in writing between the Human Resources Manager and the Chief Steward or designate, an employee who has become unfit to follow his/her usual occupation may be placed in a position covered by this Agreement which he/she is qualified to fill notwithstanding that it may be necessary to displace a junior able-bodied employee with a comparable shift and number of hours in order to provide suitable employment for him/her.

Furthermore, a position may be specifically created for such purpose and it is agreed that the position will be abolished once the incumbent is no longer on the program.

- 25.5 While they remain in such program, employees shall not be displaced by able-bodied employees except in the application of the provisions contained under Articles 16.1, 16.2 and 16.3. When they subsequently recuperate, they shall be returned to their former position with no loss in seniority.
- 25.6 Employees on the program will as a result be paid accordingly at the governing Schedule "A" hourly base rate of pay.
- 25.7 (2006) Employees who have been placed under this program may be required to furnish medical reports to the Human Resources Manager, as required, indicating the status of their medical condition. Failing which, they shall then be deemed to have recuperated and shall no longer be able to avail themselves of the program.
- 25.8 Employees on W.C.B. or on Weekly Indemnity may be assigned other suitable duties, when approved by the W.C.B. and/or the employee's physician, and subject to the limitations of their disability, in any other classification or department, and will as a result be paid accordingly at the governing Schedule "A" hourly rate.

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

- (a) The Company will not contact the employee's physician nor arrange appointments without the consent of the employee.
- (b) If the Company desires to schedule a meeting with an employee not currently working due to a work related injury, the employee will be entitled to have union representation during said meeting.
- (c) The "light" and/or "modified" duties assigned will be gainful and productive employment, and will be intended to serve a rehabilitative role in helping the employee to return to his/her full employment.
- (d) Employees who are on WCB or a modified return to work program are not expected to or entitled to work overtime pursuant to Article 13, in accordance with the specified restrictions that are part of the Employee's program.

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

(2012) When this Article is applied, the Chief Steward or designate and the Local Union Office will be notified in writing.

ARTICLE 26 – HEALTH AND BENEFIT PLAN

26.1 (2006) Regular full-time employees shall be entitled to the Fairmont Hotels Group Benefit Plan for Scheduled Employees of the Fairmont Regional Linen Service, as described in the November 1st, 1998 booklet. The Company is responsible for the administration, application and provision of the said “Benefit Plan”.

(2006) With the exception of the Alberta Health Care Insurance Plan, the benefits set out in this Article, and the eligibility for such benefits, shall not be changed or modified for the life of this Agreement except by negotiation and mutual agreement of the Union and the Company.

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

(2010) Said Plan shall include the following coverage:

- | | |
|--|-----------------------------------|
| (1) Life Insurance & A.D.D. | = three (3) consecutive months. |
| (2) Extended Health Care | = three (3) consecutive months. |
| (3) Dental Benefits | = twelve (12) consecutive months. |
| (4) Vision Care | = three (3) consecutive months. |
| (5) Weekly Indemnity | = six (6) consecutive months. |
| (6) Alberta Health Care Insurance Plan | = three (3) consecutive months. |

1. (2010) Life and Accidental Death & Dismemberment with the following changes in the amount of coverage:

- Effective November 1st, 2008 - \$45,000.00
- March 1st, 2017 - \$60,000.00 or as permitted by the Insurer.

2. (2010) Health and Hospital coverage

- Effective November 1st, 2007, “Hearing Aid” coverage maximum shall be at \$500.00 /4 years
- Effective November 1st, 2003:
 - The deductible shall be \$25.00 for single or family coverage
 - The eligible covered expenses will be increased to 100%

(2022) Effective January 1, 2023, All paramedical coverage shall have a combined annual maximum of \$1,300.00 per year. - Orthopaedic shoes and orthotic inserts will have a combined annual maximum of \$300.00 effective January 1st, 2007

- (2010) Prescription Medication – Drug Costs (100%)
- (2010) Global Medical Insurance

3. (2001) Dental coverage

Effective November 1st, 2003:

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

- (2010) Preventive services – 100%, Basic services – 100% and Major services – 50%
(2010) Dental fees will be updated (in the month of January) as determined by the Alberta Dental Association and insurance company based on an automatic fee guide update instead of a lag year fee guide.
4. (2006) Vision Care - **Mandatory**
- Effective November 1st, 2008 = \$350.00/24 months – no deductible
- (2022) Effective January 1, 2023, Eye exams \$100.00 every twelve (12) months
- Laser eye surgery as per insurer guidelines
5. Weekly Indemnity - **Mandatory**
Effective date November 1st, 1999
Formula: 1-1-4-26
(2022) Effective January 1, 2023, Coverage is 70% of regular weekly earnings with a maximum of up to the weekly maximum of \$650.00 insurable earnings as defined by the Employment Insurance Act.
6. (2010) Alberta Health Care Insurance Plan (Provincial Health Care)
- It is understood that all terms and conditions connected with this Plan will be regulated and administered as set forth in the Plan.
- 26.2 (2012) Effective November 1st, 2012, the cost-sharing premium for the above Plan coverage, shall be as follows:
- a) (2006) Employees with less than two (2) years of continuous service, fifty percent (50%) of the premium shall be paid by the Company.
- b) (2012) Starting the third (3rd) year of continuous service, ninety percent (90%) shall be paid by the Company.
- c) (2010) Starting the fourth (4th) year of continuous service, one hundred percent (100%) shall be paid by the Company.
- 26.3 The Company's contribution towards the payment of the monthly premium as provided in article 26.2, shall not apply towards payment of any applicable taxes. Said taxes shall be borne by the employees.
- 26.4 For a regular full-time employee who has completed three (3) consecutive months of service and has not signed the waiver form for coverage under the Alberta Health Care Insurance, the Company shall share the payment of the required monthly premium as stated in articles 26.2 and 26.3.
- 26.5 a) (2006) Employees with one (1) year's cumulative service will be allowed three (3) days sick leave per calendar year for the purpose of compensating for the waiting period prior to weekly indemnity payments commencing.

- b) (2012) The Company shall, for those employees who are covered under the Health and Benefits Plan, as stated in this Article, on January 1st of each year, create a sick day entitlement list using the number of regular hours paid in the preceding calendar year. Said entitlement shall be equal to one (1) hour for each eighty-one (81) regular hours paid in said preceding calendar year to a maximum of twenty-four (24) hours. The accumulated days may be taken in increments of one half (½) day or one (1) full day according to the schedule. Should there be insufficient hours remaining in the bank to cover a four (4) hour or eight (8) hour sick day the remaining balance will be paid out as part of the said sick day. This sick day entitlement will not be cumulative from year to year.

Employees may draw on this entitlement when absent from work due to justifiable personal sickness or injury. An employee unable to report for duty because of illness must advise their immediate supervisor as soon as possible and at a minimum inform management at least one (1) hour prior to the start of his/her shift.

(2012) For purposes of clarification, regular paid hours shall mean all regular hours paid for which there is a provision in the collective agreement. Furthermore, in the calculation of the number of hours it shall be rounded up (i.e. 22.5 hours equals 23 hours and 22.4 hours equals 22 hours).

- 26.6 Benefits coverage as provided under this Article shall be in compliance with the provisions of article 5.1.
- 26.7 An employee who is in receipt of either Weekly Indemnity or Workers Compensation benefits will have his/her Health and Benefits maintained for a period of up to twelve (12) months following the commencement of his/her disability. The payment of the monthly premiums will not be modified during said period.

(2010) Following said period, the employee may have his/her Health and Benefits Plan maintained for a further period of up to twelve (12) months, provided said employee assumes the full cost of same and pays the total premium in advance or on a monthly basis.

- 26.8 (2010) An eligible employee having completed one (1) year of service or more with the Company and who is on approved Leave-Of-Absence (including maternity, parental or adoption leave), or is laid-off, may have his/her Health and Benefit Plan maintained for a period of up to six (6) months, provided said employee assumes the full cost of same and pays the total premium in advance or on a monthly basis.

- 26.9 Any increases in the premium shall be shared in accordance with the provisions of article 26.2.

- 26.10 (2001) For the application of this Article, the term “common-law” spouse means a person who resides with the employee in a common-law relationship. A common-law relationship is considered to exist where two persons have lived and still live together in a conjugal relationship and they either

- (a) have a child in common, or
- (b) have cohabited for a period of at least 12 months

and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

Employees availing themselves of this provision shall furnish reasonable evidence that they have been living as common-law and that they are meeting the criteria and shall be responsible for payment of any and all associated taxation requirements.

ARTICLE 27 – PENSION PLAN

- 27.1 (2004) The Fairmont Hotels Pension Plan for the employees of Fairmont Regional Linen Service shall be administered and controlled by the Fairmont Hotels & Resorts.
- 27.2 (2004) The Company shall provide to all eligible employees a pension plan whose terms and conditions shall be those terms and conditions as set out in The Fairmont Hotels Pension Plan.
- 27.3 (2004) A regular full-time employee shall become eligible to participate in the Pension Plan following six (6) months of continuous full-time employment at Fairmont Regional Linen Service.
- 27.4 (2022) In addition to this, the following specific terms shall apply to the eligible employees covered by this Collective Agreement. The Company and the employee shall contribute 3.2% of earnings with a flex option up to 5% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE), and 5% of earnings over the Yearly Maximum Pensionable Earnings effective January 1, 2023.
- 27.5 (2001) It is understood that all terms and conditions connected with this Plan will be regulated and administered as set forth in the Plan.
- 27.6 (2010) The Company will commit to provide information on the pension plan to eligible employees. The Company will produce a similar document as “benefits at a glance” for the pension plan to be available and distributed to employees.

ARTICLE 28 - MISCELLANEOUS

28.1 Service Letters

The Company shall return to new employees, within thirty (30) days from 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 on the pay day of the current pay period.

28.2 Locker and Washroom Facilities

Each employee shall be provided with his/her own locker, and washroom facilities shall be maintained in a clean and sanitary condition by the employees and the Company.

28.3 Lunchroom Facility

A lunchroom facility for the employees shall be provided. The employees and the Company shall maintain it in a clean and sanitary condition.

28.4 Uniforms

Employees covered under Schedule “A” who are required to wear a uniform or coveralls shall have it supplied by the Company free of charge. All uniforms will be laundered by the Company free of charge.

28.5 Employee Liability

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

28.6 Personnel File

(2012) Employees shall have the right to view their personnel file upon written request to the General Manager or designate and, if they so desire, may request to have the Chief Steward or designate present when doing so.

28.7 Payment for filling forms related to WCB

(2010) The Company agrees to cover the full costs related to filling out any company mandated forms related to WCB.

28.8 Early retirement allowance

(2010) Effective January 1st, 2007 and every year thereafter, an early retirement allowance based on a fifteen (15) hours per year of service will be introduced and applicable for employees who, during the current year will reach the age of sixty (60) and have achieved twenty (20) years of continuous service. Said early retirement shall be capped at five thousand dollars (\$5,000.00). To be eligible an employee who will reach the age of sixty (60) in the year, will have to notify, in writing, the Company no later than thirty (30) calendar days prior to his/her intention to retire. Payment of said early retirement allowance shall be made with the first pay period immediately following the last day of work.

ARTICLE 29 – DURATION OF AGREEMENT

29.1 (2012) This agreement shall be made effective starting November 1st, 2021, and shall remain in effect until October 31st, 2026. Subject to sixty (60) days' notice in writing from either party to the other of its desire to revise, amend or terminate it, which may be served any time subsequent to August 31st, 2026.

Signed at Canmore, Alberta, this XX day of December r 2022.

FOR THE COMPANY:

Doug Whiteside, General Manager

Michael Vos, Legal Counsel

FOR THE UNION:

Rod Wood, Unifor National Representative

Jay Thompson, Unifor Servicing Representative

Lori Beloncio, Bargaining Committee

Robert Szuszekiel, Bargaining Committee

SCHEDULE “A” – CLASSIFICATION & WAGES

Classification & Wages		1.25% + 25 cents	1.50% + 25 cents	2% + 20 cents	2.50%	3.00%
		0.25	0.25	0.20		
		1.25%	1.50%	2.00%	2.50%	3.00%
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		Nov. 1, 2021	Nov. 1, 2022	Nov. 1, 2023	Nov. 1, 2024	Nov. 1, 2025
Dry Cleaning Department						
<u>Fabricare Attendant 1</u>						
Start Rate	20.36	20.86	21.43	22.06	22.61	23.29
Rate After 3 Month	21.49	22.01	22.59	23.24	23.82	24.54
rate After 6 Month	22.05	22.58	23.16	23.83	24.42	25.16
Rate After 12 Months	22.61	23.14	23.74	24.41	25.02	25.78
<u>Fabricare Attendant 2</u>						
Start Rate	18.67	19.15	19.69	20.28	20.79	21.42
Rate After 3 Month	19.71	20.21	20.76	21.37	21.91	22.57
rate After 6 Month	20.24	20.74	21.30	21.93	22.48	23.15
Rate After 12 Months	20.77	21.28	21.85	22.49	23.05	23.74
Finishing Department						
<u>Checker</u>						
Start Rate	17.70	18.17	18.69	19.27	19.75	20.34
Rate After 3 Month	18.66	19.14	19.68	20.27	20.78	21.40
rate After 6 Month	19.15	19.64	20.18	20.79	21.31	21.95
Rate After 12 Months	19.65	20.15	20.70	21.31	21.84	22.50
<u>Attendant/Ironer</u>						
Start Rate	16.88	17.39	17.90	18.46	18.92	19.49
Rate After 3 Month	17.81	18.33	18.86	19.43	19.92	20.52
rate After 6 Month	18.30	18.83	19.36	19.95	20.45	21.06
Rate After 12 Months	18.73	19.26	19.80	20.40	20.91	21.54
<u>Attendant/Towel</u>						
Start Rate	16.88	17.39	17.90	18.46	18.92	19.49
Rate After 3 Month	17.81	18.33	18.86	19.43	19.92	20.52
rate After 6 Month	18.30	18.83	19.36	19.95	20.45	21.06
Rate After 12 Months	18.73	19.26	19.80	20.40	20.91	21.54
Washing Department						
<u>Tunnel Control Operator</u>						
Start Rate	20.36	20.86	21.43	22.06	22.61	23.29
Rate After 3 Month	21.49	22.01	22.59	23.24	23.82	24.54
rate After 6 Month	22.05	22.58	23.16	23.83	24.42	25.16
Rate After 12 Months	22.61	23.14	23.74	24.41	25.02	25.78
<u>Washperson</u>						
Start Rate	17.59	18.06	18.58	19.15	19.63	20.22
Rate After 3 Month	18.57	19.05	19.59	20.18	20.68	21.30
rate After 6 Month	19.06	19.55	20.09	20.69	21.21	21.85
Rate After 12 Months	19.55	20.04	20.60	21.21	21.74	22.39
<u>Washfloor Attendant</u>						
Start Rate	16.88	17.39	17.90	18.46	18.92	19.49
Rate After 3 Month	17.81	18.33	18.86	19.43	19.92	20.52
rate After 6 Month	18.30	18.83	19.36	19.95	20.45	21.06
Rate After 12 Months	18.73	19.26	19.80	20.40	20.91	21.54
Transportation Department						
<u>Driver</u>						
Start Rate	20.62	21.13	21.69	22.33	22.89	23.57
Rate After 3 Month	21.79	22.31	22.90	23.56	24.14	24.87
rate After 6 Month	22.35	22.88	23.47	24.14	24.75	25.49
Rate After 12 Months	22.92	23.46	24.06	24.74	25.36	26.12
Maintenance Department						
<u>Maintenance Specialist 1</u>						
Start Rate	32.65	33.31	34.06	34.94	35.81	36.89
Rate After 3 Month	34.19	34.87	35.64	36.55	37.47	38.59
Rate After 12 Months	38.80	39.54	40.38	41.39	42.42	43.69

COLLECTIVE AGREEMENT BETWEEN FAIRMONT REGIONAL LINEN SERVICE & UNIFOR LOCAL 4050

		1.25% + 25 cents	1.50% + 25 cents	2% + 20 cents	2.50%	3.00%
		0.25	0.25	0.20		
		1.25%	1.50%	2.00%	2.50%	3.00%
Classification & Wages		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		Nov. 1, 2021	Nov. 1, 2022	Nov. 1, 2023	Nov. 1, 2024	Nov. 1, 2025
<u>Apprentice Maintenance Specialist 1</u>	Present Rate					
1st Year	32.65	33.31	34.06	34.94	35.81	36.89
2nd Year	33.80	34.47	35.24	36.14	37.05	38.16
3rd Year	34.92	35.61	36.39	37.32	38.25	39.40
4th Year	36.04	36.74	37.54	38.49	39.45	40.64
<u>Maintenance Specialist</u>						
Start Rate	28.15	28.75	29.43	30.22	30.98	31.91
Rate After 3 Month	29.74	30.36	31.07	31.89	32.69	33.67
rate After 6 Month	30.49	31.12	31.84	32.67	33.49	34.50
Rate After 12 Months	31.27	31.91	32.64	33.49	34.33	35.36
<u>Maintenance Person</u>						
Start Rate	24.05	24.60	25.22	25.92	26.57	27.37
Rate After 3 Month	25.35	25.92	26.56	27.29	27.97	28.81
rate After 6 Month	26.04	26.62	27.26	28.01	28.71	29.57
Rate After 12 Months	26.69	27.27	27.93	28.69	29.41	30.29
<u>Maintenance Helper</u>						
Start Rate	22.26	22.79	23.38	24.05	24.65	25.39
Rate After 3 Month	23.47	24.01	24.62	25.32	25.95	26.73
rate After 6 Month	24.09	24.64	25.26	25.97	26.62	27.41
Rate After 12 Months	24.72	25.28	25.91	26.63	27.29	28.11

*November 1, 2021 market adjustment to Iron Attendants; Towel Attendance; and Wash Floor Attendants (30 cents).

- Note #1 Maintenance Person must be holding a fifth class steam ticket or better as required by law.
- Note #2 Maintenance Helper are not required to hold any ticket, but may be given the opportunity to acquire a fifth class steam ticket. Having acquired said ticket; the employee shall not automatically be awarded a position within the classification of Maintenance Person.
- Note #3 (2010) Maintenance Specialist must be holding a fifth class steam ticket or better, and the qualifications and/or the journeyman ticket required by the Company. If said employee is not in possession of a fifth class steam ticket or better, he/she must obtain the appropriate steam ticket within twelve (12) months following the probationary period.
- Note #4 All rate increases are to take effect in the first day of the first pay period beginning on or closest to the effective date indicated above.
- Note #5 (2010) A newly hired employee shall be paid in accordance with the starting hourly rate as indicated herein. Said employee shall, upon completion of the period herein stated, be paid the corresponding hourly rate.
- Note #6 (2010) Apprentice Maintenance Specialist I must meet the requirements as specified by the Company, including, but not limited to:
- Completion of the required probationary period of 800 hours with the Company;
 - Demonstrated knowledge of all the job tasks of Maintenance Specialist, as outlined by the Company;
 - Accepted into the Company Apprenticeship Program for Millwright, Electrician or another relevant trade for plant operations and maintenance.
- The Company may limit the number of entries into the Apprenticeship Program at any one time.
- Upon successful completion of the relevant year of schooling, the employee will then be given the applicable rate of pay.
- Upon successful completion of the Journeyman's Ticket, the employee will assume the Maintenance Specialist I position. Should said position not be available, said employee will maintain the 4th Year Apprentice Maintenance Specialist I classification until a Maintenance Specialist I position becomes available.
- Note #7 (2010) Maintenance Specialist I must meet the requirements as specified by the Company, including, but not limited to:

- Holds a Journeyman Electrician Ticket or a Journeyman Millwright Ticket or another relevant trade for plant operations and maintenance.
- Holds a 5th Class Power Engineer Ticket;
- Demonstrated knowledge of all the job tasks of Maintenance Specialist, as outlined by the Company.

The Company may limit the number of positions under this classification.

**LETTER OF AGREEMENT
(2006)**

BETWEEN
CANMORE LAUNDRY FACILITY OPERATIONS LIMITED
(FAIRMONT REGIONAL LINEN SERVICE)

AND
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
LOCAL 4050 (CAW - CANADA)

Re: Nature of Communications

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

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

Signed in Canmore Alberta, this 30th day of November 2012.

For the Company:

For the Union:

J. McPhail

T. Romanow

November 2022 (renewed)

**LETTER OF AGREEMENT
(2011)**

BETWEEN
CANMORE LAUNDRY FACILITY OPERATIONS LIMITED
(FAIRMONT REGIONAL LINEN SERVICE)

AND

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
LOCAL 4050 (CAW - CANADA)

Re: Tunnel Maintenance Competency

When a Colleague in the Maintenance Department reaches the required level of expertise and is able to demonstrate a high working knowledge concerning our Tunnel operation including all associated pieces of equipment i.e. tunnel, press, shuttles, conveyors, feeding, folding and ironing equipment, this individual would receive a four dollars (\$4.00) per hour knowledge premium. With satisfying this level of demonstrated expertise, should an individual have a Certificate of Competency of a 5th Class steam ticket or better he will receive the Maintenance Specialist I rate.

With today's increasing computerized programmable laundry equipment, we are involved in very high tech automation in terms of communication and logistics with our existing and new purchases that include PLC controls, electro-mechanical systems and some minor programming. Apart from the normal duties such as steam generation, chemicals applications, minor repairs such as bearings, bushings, sprockets, and photo cell alignments, etc. The duties that are required for this knowledge premium also include, machining, fabrication, electrical, electronics, hydraulics, welding, pneumatics, conveyor systems.

Should the requirements change; the Company can serve notice to the Union that will make this letter null and void.

Signed in Canmore Alberta, this 30th day of November 2012.

For the Company:

For the Union:

J. McPhail

T. Romanow

November 2022 (renewed)
November 30th, 2018 (renewed)
November 1st, 2015 (renewed)

November 1st, 2012 (renewed)
November 1st, 2009 (renewed)
October 22nd, 2004 (renewed)

LETTER RE: VACATION - IRONERS

October 25th, 2002

Mrs. Diane Hollingshead
National Representative
CAW Canada
14931-107th Avenue
Edmonton, Alberta
T5P 0X8

Re.: Fairmont Regional Linen Service - Canmore, Alberta

Dear Mrs. Hollingshead:

This letter will confirm our discussion during our last round of negotiation that, it is the intent of the Company and in keeping with the provisions of article 19.5 c), to endeavour to allow two (2) employees from the classification of “Attendant/Ironers” to be allotted vacation at the same time, provided that the number of employees in the Finishing and Wash floor Departments does not exceed a total of four (4) employees in said Departments

Yours truly,

François Pigeon
Corp. Executive Director
Employee Relations

C.c. Jim McPhail

November 2022 (renewed)

**LETTER OF AGREEMENT
(2019)**

BETWEEN
CANMORE LAUNDRY FACILITY OPERATIONS LIMITED
(FAIRMONT REGIONAL LINEN SERVICE)

AND

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
LOCAL 4050 (CAW - CANADA)

Re: Vacation Peak Period

During the 2018 negotiations for the renewal of the collective agreement the parties discussed the increased workload at the Facility from August 15 to September 30 and the need to have a “peak period” where vacation scheduling is restricted under Article 19.5. During this peak period Employees will be unable to schedule vacation time unless approved by the Company, based on the seniority provisions under Article 19 and operational requirements.

Should the requirements change; the Company can serve notice to the Union that will make this letter null and void.

Signed in Canmore Alberta, this 30th day of November 2018.

For the Company:

For the Union:

Doug Whiteside

Rod Wood

November 2022 (renewed)

**LETTER OF AGREEMENT
(2019)**

BETWEEN
CANMORE LAUNDRY FACILITY OPERATIONS LIMITED
(FAIRMONT REGIONAL LINEN SERVICE)

AND

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
LOCAL 4050 (CAW - CANADA)

Re: Women's Advocate

Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. The Company offers an Employee Assistance Plan which provides counselling and other services to help in this regard. The Union may appoint a Women's Advocate from amongst the female bargaining unit employees. The Women's Advocate will meet with female members to discuss their problems, provided that operational requirements are met, and refer them to the appropriate resources when necessary.

The Union will inform employees about the role of the Women's Advocate and provide contact information as to how the Women's Advocate can be contacted.

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).

Signed in Canmore, Alberta, this 30th day of November 2018.

For the Company:

For the Union:

Doug Whiteside

Rod Wood

November 2022 (renewed)

**LETTER OF AGREEMENT
(2021)**

BETWEEN
CANMORE LAUNDRY FACILITY OPERATIONS LIMITED
(FAIRMONT REGIONAL LINEN SERVICE)

AND

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
LOCAL 4050 (CAW - CANADA)

Re: Compressed work week 10 hour shift

During collective bargaining in 2021 and 2022 the parties discussed the introduction of a compressed work week ten (10) hour shift. In order for the Company to meet its production demands and operational requirements a request will go out by June 15 to employees to volunteer to work this shift starting July 1. If the Company does not have a sufficient amount of volunteers the parties agree that:

- (a) the Company reserves the right to require mandatory overtime;
- (b) notwithstanding the provisions in Article 12.2, a compressed workweek may be implemented by the Company in one or all the classifications consisting of four (4) days of ten (10) consecutive hours per day, exclusive of the meal period, from July 1 to October 31 each calendar year and then revert back to the normal work day of eight (8) consecutive hours per day or forty (40) hours per week;
- (c) the Company reserves the right to contract other service providers to help with production demands, including other Fairmont Corporation's staff or temporary contractor agencies as required.

Prior to October 31 the parties may elect to continue with the ten (10) hour shift set out under paragraph (b) above, on mutual agreement, for a set period of time and such requests will not be unreasonably denied.

Signed in Canmore, Alberta, this XX day of December 2022.

For the Company:

For the Union:

Doug Whiteside

Rod Wood