

COLLECTIVE AGREEMENT

BETWEEN

**INN VEST HOTELS XV LP
(THE FAIRMONT PALLISER) CALGARY, ALBERTA**



AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA,
(C.A.W. - CANADA) LOCAL 4273**



EXPIRY DATE: FEBRUARY 28TH, 2014

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ARTICLE 1 – PURPOSE
(2000)

- 1.1 (2003) 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 Bargaining unit

(2003) The provisions of this Agreement shall apply to employees of The Fairmont Palliser, Calgary, 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, except as provided for in article 2.3.

(2000) The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit.

2.2 Right of appointment

(1997) The provisions of Article 19 shall not apply to the following positions:

Assistant Steward	Sr Chef de partie
Sr Supervisor	Supervisor

Appointments to such positions shall be made by the Company with preference being given to qualified employees in the department concerned and seniority shall be a consideration. The Local Chairperson shall, on request, be furnished with reasons why a senior employee desiring such appointment does not receive it. The decision of the Company shall be subject to appeal as to sufficiency of reasons for not appointing the senior employee. Employees in the department concerned shall be notified of prospective vacancies so that they may indicate their desire to be considered for appointment.

2.3 Excluded positions

(2000) The provisions of this Agreement shall not apply to persons employed in positions which are not listed under Schedule "A" or to persons assigned to positions similar in kind or class which might be created during the term of this Agreement.

2.4 (1993) Strikes and lockouts

The Company agrees that during the term of this Agreement, it will not cause nor direct any lockout of its employees; and the Union agrees that during the life of this Agreement there will be no strikes nor other collective action which will stop or interfere with production or services and that, if any such collective action be taken, it will instruct its members to return to work and perform their duties in the usual manner.

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2.5 Work performed by excluded positions

(2000) Persons employed in positions covered by article 2.3 will not perform the work of any positions except on an occasional or necessary basis to meet the demands of service, in emergencies, or in the instruction or training of employees, provided that this does not cause the elimination of any position.

Notwithstanding the foregoing, a person working in an excepted position may continue work he/she is presently performing but shall not assume additional duties if this would cause the elimination of a position.

2.6 Mutual agreements

(2003) The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement. Any such agreements which are not mutually agreed between the Director, Human Resources and the appropriate Union Representative and the Local Chairperson of the Union will be null and void.

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) A "**position**" means a position coming within the scope of this Agreement.
- (c) An "**excepted position**" means a position which is excluded from the scope of this Agreement.
- (d) "**Ability**", "**merit**", "**fitness**", and "**qualifications**" as used throughout this Agreement shall be understood to mean ability to efficiently perform the duties of the position, and, where required, to deal with the public, the requisite appearance, temperament and aptitude.
- (e) "**Temporary vacancy**" is a vacancy in a position which is created by the temporary absence from duty, or temporary assignment elsewhere of the regularly assigned employee.
- (f) "**Local agreement**" means as agreed in writing between the General Manager or his/her representative and the Local Chairperson or his/her representative.
- (g) (2000) "**Full-time employee**" means an employee working in a position covered under Schedule "A" of this Agreement and who is normally scheduled to work a minimum of thirty (30) regular hours or more per week. It is understood and agreed that said employee must be available to work all regular hours up to and including forty (40) regular hours within any week, failing which said employee shall have his/her status of full-time employee changed to that of part-time employee.
- (h) (2000) "**Part-time employee**" means an employee working in a position covered under Schedule "A" of this Collective Agreement and who is normally scheduled to work less than thirty (30) regular hours but sixteen (16) regular hours or more per week or an employee who has his/her status modified as per article 3.1 (g).

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- (i) (2000) "**Casual employee**" means an employee working in a position under Schedule "A" Group 7 of this Collective Agreement and who is called in and/or scheduled to handle surplus work and shall not be employed for the purpose of depriving full-time employees or part-time employees of their regular hours of work.
- (j) (2000) "**Spouse**" is defined as a person who is:
 - legally married and living with you, or
 - living with you for at least one year in a conjugal relationship or until a child is born from the relationship.
- (k) A "**pay period**" means the dates used by the Company to calculate a bi-weekly payroll of fourteen (14) consecutive days beginning on Friday at 00:01hr.
- (l) A "**normal work week**" means the period of time starting at 00:01hr on Friday and ending at 24:00hr on the following Thursday including two (2) days off as provided for under Article 16.
- (m) (2003) "**Company**" means the Inn Vest Hotels XV LP (The Fairmont Palliser, Calgary, AB).
- (n) (1995) "**Union**" means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), Local 4273.
- (o) (2000) "**Lay-off**" means an interruption of work for a period of seven (7) consecutive days or more after which an employee is entitled to receive his/her R.O.E. upon request.
- (p) (2003) "**National Representative**" means a person hired or designated by the National Automobile, Aerospace, Transportation and General Workers Union of Canada. (CAW- Canada) to represent employees covered by the scope of this collective agreement.
- (q) (2000) "**Compensated service**" means work rendered for which the employee is entitled to compensation as provided in this Agreement. General Holiday and Annual vacation for which an employee is entitled to remuneration as provided in this Agreement shall have the same meaning as compensated service.

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- (r) (2003) "**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.
- (s) (2003) "**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 (identifying all those involved) in a statement relating to the same subject. Said grievance may be filed at step #2 in the name of and for a group of employees.
- (t) (2003) "**Policy grievance**" is a disagreement which arises out of a general interpretation, application, administration or alleged violation of the collective agreement or a Company policy, rule or regulation which is contrary to the collective agreement. A policy grievance is usually considered to be one that does not depend upon the behaviour of an individual employee or one that does not affect the individual specifically. Said grievance may be filed by the Union at Step #3.
- (u) **Reference year**
(2003) The vacation calendar year means the period covering January 1st to December 31st inclusive.
- (v) **Supervisory nature position**
(2006) The incumbents of the classifications stated in article 2.2 and those employees occupying a position deemed to be of a supervisory nature (such as Guest Agent I, Royal Service Agent I, Accounting Clerk I, Captain Bellperson, Head Banquet Porter, Senior Storeperson and Function Head Server) shall mean an employee under the authority of their Department Head.

Furthermore, they shall not have the authority to hire or fire an employee. They shall as required have full authority, in keeping with the Company's rights to:

Manage,
Direct,
Train,
Maintain order & efficiency

Furthermore, excluding those employees covered under the first paragraph of sub-article 3.1 (v), no employee shall be requested to perform audits, surveys or evaluations on other employees.

ARTICLE 4 - PRESERVATION OF COMPANY RIGHTS

4.1 Company rights

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

- (a) Maintain order, discipline and efficiency
- (b) Limit, suspend or cease operations
- (c) Establish requirements of a job, labour standards, qualifications, safety and efficiency, to classify, and reclassify positions as well as to assign employees from one duty to another as required
- (d) Hire, discharge, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

4.2 Application of Company rights

The application of the Company Rights article shall not be inconsistent with any other terms of the Agreement, Memorandum of Agreement, or Letter of Understanding.

4.3 No discrimination

(1995) The Company agrees that in the exercising of its Company rights and in the administration of this agreement, it shall do so without discrimination and in a fair and reasonable manner.

ARTICLE 5 - DEDUCTION OF DUES

5.1 Union security

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

5.2 Deduction of dues

(1995) The Company shall deduct on the payroll of each pay period from wages due and payable to each employee occupying a position coming within the scope of this Collective Agreement, an amount equivalent to the uniform monthly dues of the National Automobile, Aerospace, Transportation and General Workers, subject to the conditions and exceptions set forth hereunder.

5.3 Amount deducted

The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union signatory hereto, and shall not include such payments as initiation fees and special assessments except as specified in article 5.8. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues in accordance with constitutional provisions. The Provisions of this section shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

5.4 Union membership

(1997) Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local concerned. Membership shall not be denied for reasons of race, national origin, colour, creed, marital status, sexual orientation, disability or political affiliation.

5.5 Beginning of deductions

(2000) Deductions shall commence on the payroll for the first pay period after date of first service in a position subject to this Agreement.

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5.6 Insufficient wages

(1995) If the wages of any employee are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

5.7 Priority deductions

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

5.8 Written request for dues deduction

(2000) In compliance with the provisions of the Province of Alberta Labour Code, the Company shall honour written request from an employee occupying a position coming within the scope of this Agreement, an approved form, to deduct from the wages due him on the first pay period after date of first service in a position subject to this Agreement, such initiation fees as may be established by the Union in accordance with its constitution and/or bylaws.

5.9 Statement for union

(1995) All sums deducted, together with a statement showing the names of the employees from whom deductions have been made and the amount deducted from each of them, shall be forwarded not later than the fifteenth (15th) day of the calendar month following the pay period from which such deductions were made, to the Secretary-Treasurer of Local 4273 of the CAW, or such person or persons as may be designated by him.

5.10 Release of Company's liability

The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or 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. In the event of any mistake by the Company in the amount of its remittance, 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 amounts payable to the designated Union Officer.

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5.11 Legal action

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

ARTICLE 6 - UNION REPRESENTATION
(2000)

6.1 Recognition and absence of Union steward

The Company shall recognize a duly appointed or elected departmental Union Steward provided that the Union has first advised the Company in writing of the name of the employee so appointed and the department they represent. The Union agrees to advise the Company in writing of any changes made by appointment or election from time to time.

The Company shall allow the Union Steward in a department to be absent from his/her job without disturbing service and without loss of regular wages for a reasonable period in order to assist the employees in their department in discussions with his/her immediate supervisor.

The Union Steward must first obtain permission to be absent from their immediate supervisor. This permission shall not be refused without valid reason. The Union Steward shall advise their immediate supervisor as soon as they return to their job.

In the event that a Union Steward is absent from work, or unable to attend, a member of the Union Executive Committee may replace the Union Steward under the same conditions.

6.2 Attending meeting

The Local Chairperson, attending a meeting mutually agreed upon between the General Manager and the National Representative, and at which the parties to the present Agreement are present, shall be subject to no loss of their regular wages.

6.3 Visit of the Hotel's premises

Authorized representatives of the Union may visit the Hotel's premises for the purpose of discussing or investigating any matter covered by the Agreement; it being understood there will be no interruption of work caused by such visitation. The authorized representatives of the Union shall contact the Director of Human Resources prior to arranging and pursuing such visitation.

6.4 Union representation

(2011) In the event that an officer of the Company has a formal meeting with an employee concerning a situation/incident, which may result in a written corrective action for said employee, the employee must have as a witness, the presence of his departmental Shop Steward or, in his absence, the Local Chairperson. In the event none of the herein stated are available and the Company cannot reasonably reschedule the formal meeting, then the employee may have an available unionized member of his/her choice as a witness present at said meeting. Prior to using a witness the Company shall contact the Local President and Local Chairperson offsite to see if alternative arrangements can be made to have a Steward attend the meeting.

(2006) Excluding all performance evaluations, trial evaluations and probationary evaluations, should the Company have an informal meeting with an employee, said meeting shall be on a voluntary basis and an employee shall be allowed to refuse to attend said meeting. In the eventuality that an employee refuses to attend said meeting, this will not prevent the Company's right to apply the proper corrective action at a formal meeting at a future date. The signing of a corrective action by an employee shall be for acknowledgement of receipt only.

6.5 Attending structured orientation

(2003) The Local Chairperson or designated representative shall be scheduled by the Company, for a minimum of fifteen (15) minutes and without loss of wages, to attend the Company structured orientation of new employees to make a presentation. Said presentation shall be in the presence of a Company representative.

6.6 Private meeting places and Storage cabinet

(2009) The Local President and/or the Local Chairperson may request access to function rooms to meet with employees as required for Union business. These requests shall be granted subject to availability and there shall be no cost to the Local Union for the use of these rooms. The Company will supply the Union with a locker for storage.

6.7 Meeting rooms for union meetings

(2009) The Company will provide meeting rooms for Union meetings, subject at all times to availability, once per calendar month at no charge to the Local Union.

ARTICLE 7 - RATES OF PAY

7.1 Rates of pay

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

7.2 Starting rate

Within a classification, at the discretion of the Company, the starting rate may be up to one dollar (\$1.00) below the existing rate for the first four hundred and eighty (480) regular hours worked after which the existing rate will apply.

(2003) Notwithstanding the above in the case of a full-time employee the period may be for the first four hundred and eighty (480) regular hours worked or four (4) months, whichever comes first, after which the existing rate will apply.

7.3 Audio Visual premium

An employee, who is required to perform additional duties and responsibilities for Audio Visual, shall be paid in addition to his/her regular rate of pay, an additional forty-eight cents (\$0.48) per hour while so performing.

7.4 Apprentice position within the Culinary Department

(2000) A person hired specifically as an apprentice to fill an apprentice position within the Culinary Department shall be permitted rates of pay as outlined in (c) and (d) herein and in accordance with the following :

- (a) to be entitled to participate in the Apprenticeship Program, an employee must first obtain the authorization of the Human Resources Director;
- (b) culinary apprentices will be trained in accordance with the rules and regulations established by the Alberta Apprenticeship and Industry Training Act and in conjunction with the Canadian Federation of Chefs de Cuisine;

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7.4 (cont'd)

(c) The rates of pay for culinary apprentices shall be as per the provisions of Schedule "A", and

1st year: Upon successful completion of the first year program said apprentice shall move to 2nd year apprentice level.

2nd year: Upon successful completion of the second year program said apprentice shall move to 3rd year apprentice level.

(d) upon successful completion of an apprenticeship program if no opening exists at the time, the employee may be retained in the service of the Hotel. Said employee's rate will be maintained until a position becomes available and he/she is awarded said position based on his/her qualification.

(e) Furthermore, the apprentice shall move from year to year in accordance with the Alberta Apprenticeship and Industry Training Act and there shall be no need to post said position.

7.5 **Higher rated position**

(1995) An employee temporarily assigned to a higher rated position for one (1) hour or more and fulfilling all the duties and responsibilities of such position shall receive the higher rate during such temporary assignment. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment to a higher rated position.

7.6 **Lower rated position**

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

7.7 **New positions**

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

7.8 **Training premium**

(2000) A certified (by the Company) non-supervisory employee required by the Company to act as a trainer will receive a premium of fifty cents (\$0.50) in addition to his/her hourly rate of pay for all hours assigned to training other employee(s).

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7.9 Direct deposit

(1997) All employees will have their pay cheques processed through direct deposit.

7.10 Night premium

(2011) For all classifications, aside from classifications that have the “night” designation in schedule A, an employee who is scheduled to work fifty percent (50%) or more of their scheduled hours between the hours of midnight and six am will be paid a shift premium of seventy-five cents (\$0.75) for each hour worked on said shift.

ARTICLE 8 - TRAINING FOR PROMOTION

8.1 Training for promotion

(2000) Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and during their regular working hours, provided that such arrangement does not interfere with the performance of their regularly assigned duties. The proper Company Officer may also for this purpose make arrangements with employees to exchange positions for temporary periods without effect upon the rates of pay of the employees. Should more than one employee, having the basic qualifications, request such training for the same position at the same time, then seniority shall be the deciding factor. No employees shall be displaced as a result of the above.

8.2 (1995) Training and/or meetings during scheduled working hours

An employee required by the Company to take training or attend meetings during his/her scheduled working hours will be paid his/her regular rate of pay while in training or meeting.

Employees required by the Company to take training or attend a meeting outside their scheduled working hours will be compensated as follows:

- (a) (2009) during a regular working day up to eight (8) continuous hours at their regular rate of pay.
- (b) (2009) after eight (8) continuous hours in a regular working day at time and one-half their regular rate of pay.
- (c) on a scheduled day off all hours in training or to attend meetings shall be at double time their regular rate of pay.

Voluntary training and/or meetings

Where training and/or meetings are provided by the Company on a voluntary basis, an employee taking advantage of such opportunities will not be compensated.

ARTICLE 9 - GENERAL HOLIDAYS

9.1 Holidays

(2006) Subject to the provisions of article 9.2 below, an employee who has completed not less than thirty (30) days cumulative service within a twelve (12) month period since the last date of employment, shall receive pay at his/her hourly rate for the number of hours constituting his/her regular assignment, with a maximum of eight (8) hours (in the cases of part-time employee the Company shall average the number of daily hours to be paid by using the immediate nine (9) weeks preceding the holiday), for each of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Alberta Family Day

9.2 Eligibility

(1995) To be eligible for general holiday pay referred to in article 9.1 above, an employee must render compensated service on one (1) of the two (2) work days immediately preceding and on one (1) of the two (2) work days immediately following the holiday; provided, however, that:

- (a) An employee absent on account of vacation with pay shall be considered as having rendered compensated service on each day of vacation with pay for the purpose of qualifying for holiday pay.
- (b) An employee on authorized leave of absence on one (1) of his/her two (2) work days immediately preceding or on one (1) of his/her two (2) work days immediately following a holiday, but not both, who renders compensated service on one (1) of the two (2) work days either immediately preceding or following the holiday shall be considered eligible for pay for the holiday if otherwise qualified.

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9.2 (cont'd)

- (c) An employee who renders compensated service on one (1) of the two (2) work days immediately preceding a holiday and is prevented by an injury, other than one entitling him to receive Workers' Compensation payments, from working on one (1) of the two (2) work days immediately following the holiday shall be considered eligible for pay for the holiday if otherwise qualified.
- (d) An employee who is absent on account of illness on one (1) of the two (2) work days immediately preceding or on one (1) of the two (2) days immediately following a holiday, shall be considered eligible for pay for the holiday, provided that, on his/her return to service immediately following such illness, he/she presents to his/her immediate supervisor, a written verification from a certified Doctor of Medicine, stating that the Doctor has personally examined the patient, the nature of the illness, and that the patient was prevented by such illness from performing his/her normal services on the day(s) in question.

9.3 **Employee who works on Christmas and/or New Year's Day**

(1995) An employee who works on Christmas and/or New Year's Day for which he/she is qualified for holiday pay in accordance with articles 9.1 and 9.2 above shall, either:

- (a) Receive a rate of time and one half his/her normal rate of pay, in addition to his/her normal rate of pay for all hours worked;

or

- (b) Receive one and one-half times the number of hours worked as time off with pay at a mutually agreeable time within the sixty (60) days preceding, or following the holiday, in addition to his/her normal rate of pay for all hours worked.

Time off earned under the above paragraph, in instances of less than whole days of eight (8) hours will be paid at straight time rates, unless the employee requests the time off with pay.

An employee may request, twenty-one (21) days prior to the above-mentioned holidays, to receive any compensation due in accordance with the provisions of article 9.4. This request must be in writing.

9.4 Employee who works on the holiday

(1993) An employee who is required to work on a holiday, except Christmas and/or New Years, for which he/she is qualified for holiday pay in accordance with articles 9.1 and 9.2 above, will be granted one (1) day off in lieu thereof with pay at his/her hourly rate for the number of hours constituting his/her regular assignment within either the sixty (60) days preceding or the sixty (60) days following the holiday and, so far as practicable, such day off will be consecutive with a regularly assigned day off.

9.5 Accumulation of days in lieu

If a day in lieu of a holiday worked is not allowed within the period specified in article 9.4 or within such period as may otherwise be mutually agreed between the General Manager and the Local Chairperson, days in lieu of holidays worked may in individual cases be accumulated over an agreed period to a maximum of nine (9). Such accumulated days off will be granted with pay as provided in article 9.4 at a mutually agreed time.

9.6 Payment of days in lieu

Failing the granting of time off in lieu of holidays worked in accordance with the provisions of article 9.4 and article 9.5, an employee will be paid for the work he/she was required to perform within regularly assigned hours at his/her hourly rate.

9.7 Employee not qualified

An employee required to work on any of the holidays specified in article 9.1 and for which he/she is not qualified for holiday pay according to the provisions of articles 9.1 and 9.2 shall be paid for the actual time worked on the minute basis at the rate of one and one-half (1 ½) times his/her hourly rate with a minimum of two hours and forty minutes (2:40) for which two hours and forty minutes (2:40) service may be required.

9.8 Time limits

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

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9.9 **High holy day**

(2003) In order to accommodate a justifiable high holy day in accordance with justified religious beliefs and without causing undue interference to the operation a non-Christian employee who qualifies as per the provisions of article 9.2 may request, if he/she is required to work on a day listed in article 9.1, to receive a regular paid day-off in lieu as per the provisions of articles 9.3, 9.4 or 9.5 on said justifiable high holy day.

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

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

ARTICLE 10 - VACATIONS

10.1 Eligibility

An employee shall receive an annual vacation in accordance with the length of his/her continued service with the Company.

10.2 Less than one (1) year of service

(1995) An employee with less than one (1) year of service, who leaves the employ of the Company, shall receive vacation and vacation pay in accordance with the Employment Standards Code governing Vacation with Pay.

10.3 Vacations calculation

(1995) On January 1st of each year, an employee shall be entitled to vacation in accordance with the following schedule:

		N ^o of days worked for each day of vacation	Maximum # of days or major portion thereof
Less than 1 year	Prorated to a max. 2 weeks		
1 yr but less than 3 years	2 weeks	25	10
3 yrs but less than 9 years	3 weeks	16 $\frac{2}{3}$	15
9 yrs but less than 19 years	4 weeks	12 $\frac{1}{2}$	20
19 yrs but less than 29 years	5 weeks	10	25
29 years or more	6 weeks	8 $\frac{1}{2}$	30

Unless mutually agreed between the employee and the Company, it will not be permissible for an employee who is entitled to more than five (5) days annual vacation to take his/her annual vacation in broken periods of less than five (5) days at any one time.

10.4 Vacation pay

Vacation pay will be computed on the basis of the greater of : two percent (2%) of the employee's earnings during the previous calendar year, for each week of entitlement; or the employee's normal weekly wage for each week of entitlement, at his/her current hourly rate. Vacation pay for an employee with less than one (1) year of service shall be pro-rated accordingly. For the purpose of this paragraph, earnings shall mean wages earned plus overtime.

(2000) Time off duty on account of bonafide illness, injury, jury duty, called to court as witness or to attend committee meetings, union leaves, maternity or parental leaves not exceeding a total of fifty (50) days in any calendar year, shall be deemed to be days of actual work for vacation purposes.

10.5 Vacation credits

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

10.6 Employee laid off

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

10.7 Re-employment

(1993) A person who:

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

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

10.8 Employees' applications for vacation

(2003) Employees' applications for vacation made prior to February 1st of each year shall, so far as practicable, be given preference in order of seniority of applicants. The Company shall by March 1st post a list showing the names of the employees and the date they commence vacation and the date they return.

Applications filed after February 1st, insofar as it is practicable to do so, will be determined on a first-come first-served basis only on available dates as determined by the Company. It is agreed that said vacation request if granted by the Company will not have priority over those requested and granted before February 1st.

Should the Company not advise the employee prior to March 31st of vacation date granted, the employee will be granted the first choice of dates applied for prior to February 1st.

Employees application for vacation made after February 1st and prior to August 15th will if granted be given preference on a "first-come, first-served" basis, regardless of seniority.

Unless otherwise agreed to in writing between the employee and his/her Department Head, an employee who has unscheduled annual vacation remaining as of August 15th shall be required to take their vacation at a time prescribed by the Company. In such cases, the Company will provide the employee with a minimum of two (2) weeks notice of the assigned vacation time. Vacation credits shall not be accumulated from one year to the next.

10.9 Unused vacation

(2003) An employee must utilize all entitled vacation as required by the Alberta Employment Standards Code within the calendar year.

If the Company advises it is impossible to grant said vacation exceeding vacations to an employee during the year, such employee may choose :

- (a) to carry his/her exceeding vacation forward to the following year; or
- (b) accept vacation pay in lieu of paid vacation at the end of the current year.

10.10 Report for duty before the expiration of vacation period

In cases of emergency when an employee is required to report for duty before the expiration of his/her vacation period, arrangements shall be made by mutual agreement to allow such employee the remainder of his/her vacation at the earliest possible date.

10.11 Service requirements

(1993) It is agreed that so far as practicable, mutual arrangements will be made to carry on the services' without additional expense to the Company while employees are on vacation. When, however, such arrangements are not practicable, employees engaged temporarily or employees temporarily promoted to provide vacation relief shall, if definitely assigned the duties and responsibilities of such position, be paid the rate of pay applicable to such position.

ARTICLE 11 - HEALTH & BENEFIT PLAN

11.1 Eligibility and provisions

- A) (2003) Full-time employees and part-time employees shall be entitled to the Alberta Health Care Insurance Plan and “The Fairmont Hotels & Resorts” Group Benefit Plan for Full-time Unionized Employees of The Fairmont Palliser, and as amended thereafter, following the completion of a waiting period. The Employer is responsible for the administration, application and provision of the benefits in this Article.

Upon completion of the waiting period as stated herein, an employee shall, upon completing the election form, become or not eligible for any of the benefits stated herein:

- B) Said Plan shall have the following waiting periods which shall start in the case of a full-time from the date of last hiring and in the case of a part-time employee upon completion of the provision of article 11.9:

- | | | |
|--|---|---------------------------------|
| (a) Alberta Health Care Insurance Plan | = | three (3) consecutive months. |
| (b) Life Insurance & A.D.D. | = | three (3) consecutive months. |
| (c) Weekly Indemnity | = | three (3) consecutive months. |
| (d) Dental Benefits | = | twelve (12) consecutive months. |
| (e) Extended Health Care | = | three (3) consecutive months. |
| (f) Vision Care | = | three (3) consecutive months. |

said benefits shall become effective the first day of the month following the completion of the waiting period as outlined above.

- C) Said Plan shall provide the following :
- (a) MEDICAL COVERAGE - coverage within the Alberta Health Care Insurance Plan.

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11.1 C) (cont'd)

- (b) (2006) LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT - as described in the booklet, "The Fairmont Hotels & Resorts" Group Benefit Plan for either Full-time or Part-time Unionized Employees (whichever is applicable) of The Fairmont Palliser in effect as of April 1st, 2000 and as amended by the following modification:
 - (2011) Increase Life Insurance and A.D.&D. coverage to \$60,000 effective October 1st, 2011.

- (c) WEEKLY INDEMNITY - as described in the booklet, "The Fairmont Hotels & Resorts" Group Benefit Plan for either Full-time or Part-time Unionized Employees (whichever is applicable) of The Fairmont Palliser in effect as of April 1st, 2000.
(2006) Cap \$475/per week.

- (d) DENTAL PLAN - as described in the booklet, "The Fairmont Hotels & Resorts" Group Benefit Plan for either Full-time or Part-time Unionized Employees (whichever is applicable) of The Fairmont Palliser in effect as of April 1st, 2000 and as amended by the following modification:
 - Increase dental coverage from \$1,400 to \$1,500 per year as of March 1st, 2013.
 - Provide orthodontics to a lifetime maximum of \$1,000 for dependent children under 18 years old.

- (e) (2006) EXTENDED HEALTH CARE PLAN - as described in the booklet, "The Fairmont Hotels & Resorts" Group Benefit Plan for either Full-time or Part-time Unionized Employees (whichever is applicable) of The Fairmont Palliser in effect as of April 1st, 2000 and as amended by the following modification:
 - Paramedical amount is \$1,000 per calendar year.
 - Increase paramedical amount to \$1,100 per calendar year effective March 1st, 2013.
 - Hearing aid coverage maximum \$500 every four (4) years.

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11.1 C) (cont'd)

- (f) VISION CARE PLAN - as described in the booklet, "The Fairmont Hotels & Resorts" Group Benefit Plan for either Full-time or Part-time Unionized Employees (whichever is applicable) of The Fairmont Palliser in effect as of April 1st, 2000 and as amended by the following modification:
- Provide for laser eye surgery as an eligible expense effective the first (1st) day of the month following notice of ratification.
 - Maximum \$350 every two (2) years.

11.2 **Associated taxes**

(2000) All employees covered by the above plans will receive full coverage, same to be paid by the Company in accordance with the provisions of article 11.3. Any taxes associated with said benefit(s) shall be borne by the employees.

11.3 **Premiums**

(2003) Full-time and part-time enrolled employees will have one hundred percent (100%) of their premiums paid by the Company if they work eighty (80) regular hours or more in that month.

An enrolled employee who does not qualify in any given month by having worked less than eighty (80) regular hours in that month, but who has worked sixty (60) or more regular hours in that month, shall have fifty percent (50%) of the total monthly premium deducted from their wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Company fifty percent (50%) of the appropriate monthly premium amount.

An enrolled employee who does not qualify in any given month by having worked less than sixty (60) regular hours in that month, shall have one hundred percent (100%) of the total monthly premium deducted from their wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Company one hundred percent (100%) of the appropriate monthly premium amount. In such a case an employee may request the Company to have his/her reimbursement based on an instalment provision. Should the employee leave the Company before the full reimbursement, then the full amount shall be deducted on his/her final pay cheque or he/she shall pay the Company the entire amount in one payment immediately upon leaving his/her employment.

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11.4 Changes in benefits

(2000) 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.

11.5 Sick days

(2006) An employee qualified for the Weekly Indemnity Benefit as established under the “Group Benefit Plan for Unionized Employees of The Fairmont Palliser” will receive from the Company the equivalent of three (3) days’ wages to compensate for loss of time during the specified three (3) day waiting period. The above-mentioned compensation will be granted once in any calendar year.

(2011) 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 (four (4) hours) or one (1) full day of eight (8) hours. 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.

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

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11.6 (2003) **Maternity and/or parental leave**

- a) An employee who is in receipt of either Weekly Indemnity, Workers Compensation benefits or who is eligible and is on Maternity and/or Parental Leave will have his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser maintained for a period of up to twelve (12) calendar months following the commencement of his/her disability or Maternity/Parental Leave. The payment of the monthly premiums will not be modified during said period and it shall be the same as the immediate month preceding his/her commencement of his/her Weekly Indemnity or Workers Compensation benefits or the beginning of his/her Maternity and/or Parental Leave. Provided that and in keeping with the application of article 11.3 if applicable, said employee assumes the full cost of his/her share of the monthly premium in advance or on a monthly basis, the first day of each month.

- b) Following said period, the employee who is in receipt of Weekly Indemnity or Workers Compensation benefits may have his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser 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, the first day of each month. It is understood that during said period, weekly indemnity coverage and the related premium shall be waived in the case of an employee on Workers Compensation benefits and in the case of an employee on Weekly Indemnity benefits only the related premium shall be waived.

- c) An employee who fails to meet the payment as required in either of the paragraphs a) or b), shall have his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser interrupted forthwith. Should his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser had been interrupted, he/she shall upon returning to work be govern by the application of article 11.11.

11.7 Approved leave of absence or lay-off

(2003) An eligible employee having completed one (1) year of service or more with the Company and who is on an approved Leave of Absence or is laid-off, may have his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser 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, the first day of each month. It is understood that during said period, weekly indemnity coverage and the related premium shall be waived.

An employee who, has chosen to maintain his/her "Plan" and, fails to meet the payment as required in the above paragraph, shall have his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser interrupted forthwith. Should his/her Group Benefit Plan for Unionized Employees of The Fairmont Palliser be interrupted, he/she shall upon returning to work be governed by the application of article 11.11.

11.8 Discrimination based on sexual orientation

(2003) There shall be no discrimination based on sexual orientation in the case of Family coverage as specified in the "The Fairmont Hotels & Resorts - Group Benefit Plan for Full-time Unionized Employees of The Fairmont Palliser".

An employee availing him/herself of this provision shall be responsible for payment of any and all associated taxation requirements and will be assured the strictest of confidentiality.

11.9 Part-time employee

(2003) A part-time employee who works twelve (12) consecutive months will qualify for the Group Benefits Plan for Part-time Unionized Employees of The Fairmont Palliser and the Alberta Health Care Insurance Plan.

11.10 Dental fee guide

(2009) 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.

11.11 (2003) Re-qualification

- a) An employee who had elected benefit coverage, as per article 11.1 A) and subsequently has said coverage interrupted or voluntary decide to cancel his/her benefit coverage and is now seeking enrolment may re-qualify as indicated above and shall be considered as a late applicant into the Group Benefit Plan for Unionized Employees of The Fairmont Palliser.

- b) An employee who had refused benefit coverage, as per article 11.1 A) and is now seeking enrolment may re-qualify as indicated above and shall be considered as a late applicant into the Group Benefit Plan for Unionized Employees of The Fairmont Palliser.

11.12 Spousal coverage

(2003) An employee who elected only Life, A.D.&D. and Weekly Indemnity coverage, must supply the Company an official document demonstrating that he/she has spousal coverage.

11.13 Change of status

(2003) An employee who had elected not to have family coverage as per article 11.12 and subsequently, because of loss of spousal family coverage, wishes to amend his/her election to incorporate family coverage may, upon providing the Company with an official document demonstrating such change, be allowed to do so without being declared a late applicant following the waiting period as stated in article 11.1 B). For this purpose the waiting period shall start on the date the employee complete a new election form to add said new family coverage.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 Request

The Company may, at its discretion, grant to employees up to three (3) months' leave of absence. Such leave of absence shall be granted in writing.

12.2 Extension

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

12.3 Failure to return to work

(1993) An employee will be considered resigned from the services of the Company, on failure to return to work on or before the expiration of leave. Unless, absolute proof of illness or other bona fide reason is provided to the Company indicating why the employee was prevented from returning prior to the expiration of the leave of absence.

12.4 Union leave of absence

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

12.5 Return to work

Upon return from leave of absence an employee shall resume his/her former position or may exercise his/her seniority rights as provided for in article 19.8.

12.6 Negotiation leave of absence

(2003) Up to five (5) representatives of the Union shall be granted time off without pay and no loss of seniority in order to participate in negotiations with the Company.

12.7 Maternity and/or parental leave

(2003) In accordance with the Employment Standards Act of Alberta, the Company agrees to provide an unpaid leave of absence to an employee that has been employed for at least fifty-two (52) consecutive weeks as follows:

- a) An unpaid maternity leave of absence of up to fifteen (15) consecutive weeks and, if requested in writing, an unpaid parental leave of up to thirty-seven (37) consecutive weeks, starting immediately following the last day of maternity leave;

or

- b) An unpaid parental leave of up to thirty-seven (37) consecutive weeks for an employee who is a parent, including an adoptive parent, following the birth of a child or the adoption of a child. Said parent leave must start on the date specified in the written six (6) weeks notice given to the Company.

12.8 Marriage

An employee shall be given a one (1) day leave of absence, with pay, on the day of his/her marriage or on the day of the marriage of his/her child (1 only).

12.9 Birth

A male employee shall be allowed one (1) day leave of absence, with pay, upon the day of the birth of his/her child.

12.10 Adoption

An employee shall be allowed a one (1) day leave of absence, with pay, upon the day of the adoption of his/her child.

12.11 Canadian citizenship

An employee shall be allowed a one (1) day leave of absence, with pay, upon the day of becoming a Canadian citizen.

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12.12 Salaried representative of the employees

(1997) An employee (no more than one (1) concurrently) elected or appointed as a National Representative for the National Union shall be granted a leave of absence. This request must be made in writing to the General Manager at least thirty (30) calendar days in advance. Such leave of absence will be without pay and benefits. For as long as he/she continues to hold said position he/she 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.

Note : (2000) Only employees who have rendered one (1) year of compensated service will be eligible for leave, in accordance with articles 12.8, 12.9, 12.10 and 12.11.

12.13 (2000) CAW Paid Education Leave Training Fund

The Fairmont Palliser 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
250 Placer Court
North York, Ontario, M2H 3H9

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12.14 CAW Paid Education Leave Training Fund

(1998) Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between The Fairmont Palliser and CAW-Canada, Local 4273, and subject to the operational requirements of the service.

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

(2011) The Company may authorize more than one (1) member to be on a leave of absence to attend Paid Education Leave but those authorizations are subject to service requirements of the hotel.

(2011) Such leave shall be requested by the Local in writing to the Director of Human Resources, providing at least thirty (30) days advance notice. Such request, upon approval, will be granted in writing for up to twenty (20) days class time (plus travel time as necessary).

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

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

12.15 Bereavement leave

(2003) An employee having completed his/her probationary period shall be entitled during each subsequent year of service to a leave of absence up to a maximum of five (5) days without loss of wages in the event of the death of spouse, child or step-child such leave to be for the purpose of arranging and/or attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

An employee having completed his/her probationary period shall be entitled during each subsequent year of service to a leave of absence up to a maximum of four (4) days without loss of wages in the event of the death of parent, mother-in-law, father-in-law or step-parent such leave to be for the purpose of arranging and/or attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

An employee having completed his/her probationary period shall be entitled during each subsequent year of service to a leave of absence up to a maximum of three (3) working days without loss of wages in the event of the death on each occasion, of brother or sister or grandparent, grandchild such leave to be for the purpose of arranging and/or attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

Upon request from an eligible employee, the Company may, at its discretion, grant additional leave without pay.

12.16 Funeral outside the province of Alberta

In the event that the funeral is held outside the province of Alberta and the employee attends the funeral, the maximum three (3) days shall be increased to a maximum four (4) days.

12.17 Compassionate care leave

(2009) Subject to the employee's required services being performed in some other reasonable manner, an employee, upon written request, shall be granted an unpaid compassionate care leave of up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Act.

ARTICLE 13 - HOURS OF SERVICE

13.1 Normal work week

- (a) Except as otherwise provided, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work; and forty (40) hours shall constitute a week's work.
- (b) The working period shall commence at the time the employee is required to report and does so report at the work station, properly prepared to work.
- (c) All assignments to be clearly scheduled, showing start and finish, times and days off, and to be in accordance with Article 4.
- (d) (2000) Regular working hours will be assigned by classification within the seniority group, except Group 4 - Food & Beverage Department in which case it shall be within Sub-Department, based on seniority and qualifications. Full-time employees will be considered senior to part-time employees for allocation of hours.
- (e) (2000) The Department Head or supervisor shall, whenever practicable and in order to meet the service demands and/or to maximize an employee's regular daily hours of work, create daily shifts of eight (8) consecutive regular hours, exclusive of meal periods before instituting shorter shifts.

13.2 (2000) Minimum hours to be paid

- (a) A regularly assigned employee who reports on time for duty on his/her regular assignment, shall be permitted to complete his/her assignment unless he/she has permission to lay off at his/her own request.
- (b) Where there are periods of insufficient work, the Company may release employees in the department in order of reverse seniority and pay those employees for actual time worked with a minimum of four (4) hours.
- (c) An employee called into work will be paid for actual hours worked, minimum four (4) hours.

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13.3 Minimum hours to be paid when reducing forces

(2003) An employee laying off in accordance with article 13.2 shall be paid at his/her hourly rate for the actual time worked during his/her regular assignment on the day of his/her laying off.

13.4 Meal period

(1995) When a meal period is allowed on an assignment, it shall not be less than thirty (30) minutes, nor shall it be more than one (1) hour unless mutually arranged.

(2000) If in an emergency an employee is required to work his/her meal period, such work shall be paid at his/her hourly rate; and at the first opportunity the employee shall be granted twenty (20) minutes to eat 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.

13.5 Meal period and night shifts

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

13.6 Breaks

(1995) Employees will be entitled to one (1) fifteen (15) minute rest period in the course of each four (4) hours of compensated service. Such rest period shall be taken at the direction of the Supervisor and subject to the requirements of service.

13.7 Working during a meal period

The Company may establish daily assignments of eight (8) consecutive hours without a meal period; provided, however, that in such case, twenty (20) minutes' eating time shall be granted without deduction from pay.

13.8 Split shifts

Where work is of an intermittent character, there being no work for periods of more than one (1) hour's duration, split shift assignments may be established only by mutual agreement between the General Manager and the local accredited bargaining representatives of the employees.

NOTE: This rule, except as may be otherwise mutually agreed, may be applied only to the staffs of the Catering Department, Kitchen Department, Steward's Department, Housekeeper's Department, Telephone Operators, Food and Beverage Department and Guest Agents.

13.9 Split shift assignments

(1997) Split shift assignments will be confined to not more than two (2) tours of duty, a total of eight (8) hours work, within a spread of twelve (12) hours in any day. Each tour will be for actual time worked, minimum of three (3) hours.

13.10 Split shifts premium

(1997) Employees working split shifts, as defined in article 13.9, will be paid two dollars (\$2.00) extra for each eight (8) hours work.

13.11 Starting time for regular assignments

(1995) A regular assignment shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours notice to the employee affected. The starting time of an employee shall be the same as far as possible on all days of the week.

(2000) If the change occurs while the employee is on his/her two (2) consecutive days off, the Company will either contact the employee or leave a message advising him/her of said change(s), which will effect his/her first scheduled shift of work upon his/her return.

13.12 Alternating weekly shifts

(2006) Where there are positions of the same occupational classification which require employees to work on different assigned hours in any day, it will be permissible, where desired by employees and approved by the Department Head, to work alternate shifts, changing from one shift to the other once each week.

13.13 Part-time employee

(1995) A part-time employee who is called into work shall be paid at the hourly rate with a minimum of four (4) hours each time required to commence work. The meal period provided for in article 13.4 shall not be considered a break.

13.14 Posting of weekly schedules

(2006) Department weekly schedules, indicating daily starting times, will be posted, as far in advance as possible, by Tuesday 4:00 p.m. for the work week starting Friday and ending the Thursday thereafter. Should, because of business requirement, there be a need to change the weekly schedule be it assigned hours of work and/or day(s) off, prior to the work week starting Friday, only a thirty-six (36) hours notice will be required prior to the effective change(s). Said schedule or modification to it shall be posted in a conspicuous place where all employees concerned will have ready access to read and take note.

(2006) A copy of the posted scheduled shall be made available, for information purposes only, to the Local Union by the Human Resources Department.

(2006) Notwithstanding the provisions of articles 13.11, 16.5, 16.6 and 17.3 in the event that an employee's shift is subsequently cancelled or reduced, at the employee's request, the Company shall re-arrange the schedule shift for that day or that work week in accordance with seniority in order to maximize the employee's hours up to and including forty (40) regular hours in a week or eight (8) regular hours in a day.

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13.15 Compressed work week

(1997) Notwithstanding the provisions of this article, where mutually agreed in writing between the Director, Human Resources, and the Local Chairperson, a compressed work week may be implemented, subject to the ratification of a two thirds (2/3) majority of the employees directly affected and present at the meeting.

The Local Chairperson shall be advised of the date for the ratification vote and shall be present.

After a three (3) calendar month period, a vote will be held to confirm the continuation of a compressed work week. If the vote fails to ratify the compressed work week, all employees will, within thirty (30) days, be returned to a regular schedule in accordance with the Collective Agreement.

The compressed work week may be terminated following twenty-one (21) days notice to the employees.

Where a compressed work week is implemented, ten (10) consecutive hours, exclusive of the meal period, shall constitute a day's work and a maximum of forty (40) hours shall constitute a week's work. Overtime will be paid in accordance with Article 15, authorized time worked by an employee in excess of ten (10) hours in a day or forty (40) hours in a work week shall be considered as overtime.

For the purpose of annual vacation entitlement, employees working on a compressed work week will be deemed to be working on the basis of a five (5) day work week.

13.16 Work performed on a sixth (6th) or seventh (7th) consecutive day

(2000) It is agreed by the parties that if a qualified employee requests a change in his/her scheduled days off or requests to work on his/her scheduled day off to make up a shortage of regular hours which results in work being performed on a sixth (6th) or seventh (7th) consecutive day, the Company shall not be required to pay overtime rates to honour this request. It is understood that the regular hours stated hereto shall be additional hours that have not been assigned as per article 13.1 on the department weekly schedules as per article 13.14.

In the application of the above paragraph, it is agreed that an employee shall not work in excess of ten (10) regular days in any pay period.

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13.17 **Maximizing hours**

(2006) Provided that an employee is qualified he/she may, in order to maximize his/her regular hours up to and including forty (40) regular hours outside of his/her department, approach a Department Head of another department in order to offer his/her services for which he/she is qualified. Said employee shall be scheduled once all employees of the concerned department have all been scheduled to work their maximum regular hours. For scheduling purposes only of these employees, the date of hiring at the Fairmont Palliser shall be used. Said employee shall be paid in accordance with the classification's rate scheduled, furthermore, it is agreed that said employee shall give priority to his/her own department scheduling needs up to and including forty (40) regular hours, prior to accepting hours from another department.

ARTICLE 14 - LAY-OFF AND RECALL

14.1 Reduction of forces

(2000) In reducing forces, qualifications and seniority in the respective classifications within groups (Group 4 - Food & Beverage Department, within classifications within sub-departments) shall govern. When such reduction in hours of work is known to be of seven (7) days or more, then seventy-two (72) hours notice of a lay off will be given. In the application of this article, probationary employees shall be laid-off first.

14.2 Displacing a junior employee

(2000) A laid off or displaced employee when qualified may within ten (10) days of layoff or displacement, displace a junior employee where said laid-off or displaced employee holds Group(s) seniority. A full-time employee will be considered senior to a part-time employee for the purpose of layoff.

14.3 Exercise of seniority

(2000) An employee who does not exercise their seniority as per article 14.2 will be considered to be on lay-off as per the provisions of Article 14.

14.4 Employee on vacation or leave of absence

(2000) When an employee is on vacation or leave of absence on the date of the employee's displacement, the time limits in article 14.1 and article 14.2 will apply from the date of the employee's return to work.

14.5 Employee's address and telephone number

(2000) To be eligible for recall, a laid-off employee must register their 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 the employee's address or telephone number. A copy of this shall be provided to the Union Chairperson by the Company.

14.6 Recall

(2000) Laid off employees will be recalled to service in their Seniority groups in order of their seniority, provided qualifications are sufficient to perform available work.

14.7 Preference of employment for new positions or vacancies

(2000) A laid-off employee, when qualified, shall be given preference of employment in filling new positions or vacancies in other than his/her own seniority group when no qualified, laid-off employee is available in such group. An employee engaged under this article in another seniority group will accumulate seniority in such group only from the date he/she starts work therein.

14.8 Notification of recall

(2000) An employee, recalled from lay-off, shall be notified by courier, or by telephone contact to the last known address or telephone numbers on record with the Company. A copy of the recall notice shall be given to the Union Chairperson.

14.9 Failing to return

(2000) When a laid off employee fails to advise the Company of their intentions to return to work within five (5) calendar days of receipt of recall notice, or fails to give satisfactory reasons for not returning to work within seven (7) calendar days of receiving a return to work notice, unless due to a bona fide illness and/or victim of an accident, the employee shall forfeit their seniority rights and their employment shall be deemed terminated. Should said employee be employed elsewhere outside of the Company, an additional fourteen (14) calendar days shall be granted.

14.10 Recall rights period

(2000) The name of an employee who has been laid-off shall be retained on the seniority list and the employee will maintain recall rights for a period equal to the employee's service or twelve (12) months from the date of lay-off, which ever is less, after which, his/her name shall be removed from the seniority list.

14.11 Bumping - up

(2000) In all cases of lay-off or job abolishment, it is agreed that the classifications of Bellperson and Doorperson shall be deemed equal even if the rate of Doorperson is higher. It is further agreed that all Server classifications, excluding Night Room Service Server, covered under Group 4 - Food & Beverage Department shall be deemed to be equal even if the rates are different.

ARTICLE 15 - OVERTIME AND CALLS

15.1 Rate of pay

(1993) Except as otherwise provided by this Agreement, authorized time worked by an employee in excess of eight (8) hours in a day or forty (40) hours in a work week shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-half (1 ½) times the hourly rate.

15.2 Exception to overtime

(1993) Time worked in excess of eight (8) hours in a day or forty (40) hours in a work week shall be paid for at the hourly rate when such excess time is due to :

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

15.3 Emergency overtime

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

15.4 Suspend work during regular hours

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

15.5 Minimum call in

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

- (a) A minimum of four (4) hours at one and one-half (1 ½) times the hourly rate for four (4) hours or less and, if held on duty in excess of four (4) hours, compensation on the minute basis at one and one-half (1 ½) times his/her hourly rate, or:
- (b) Compensation as if on continuous duty, if conditions justify.

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15.6 Minimum call in not applicable

The provisions of article 15.5 do not apply to an employee who before leaving home is advised of the cancellation of his/her notification or call.

15.7 Cocktail Lounge on election day

Employees of the Cocktail Lounge who report for duty on election days when the Cocktail Lounge is closed for service shall perform such work as may be assigned to them. If no work is assigned to such employees on election days, such employees shall nevertheless be paid for the full day.

15.8 Payment of overtime

(2009) All overtime owing shall be paid within the respective pay period in which it was earned.

15.9 Work on assigned days off

An employee required to work on his/her assigned days off duty shall be paid for his/her work on such days on the minute basis at double the hourly rate with a minimum of four (4) hours for which four (4) hours service may be required.

15.10 Work on the 6th and 7th consecutive days

(1993) An employee will be paid double time for work performed on the 6th and 7th consecutive days of work in the normal work week.

15.11 Work for more than five (5) consecutive days

(1995) It will not be common practice for the Company to schedule employees for more than five (5) consecutive days. However, the Company may, subject to the provisions of this agreement, schedule employees for more than five (5) consecutive days to maintain a qualified workforce. In the event that there is an unexpected increase in business or a shortage of a qualified workforce and should this cause a revision to the posted schedule, articles 13.11 and 16.5 will not apply.

(2011) The Company will advise the employee(s) and use best efforts to advise the Local Chairperson or designate of the reason for scheduling more than five (5) consecutive days and the reason why it had to be done within thirty-six (36) hours.

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15.12 **Avoiding overtime**

(2000) Every effort will be made to avoid the necessity of overtime; however, when conditions necessitate, employees will perform authorized overtime work as in each classification within each department or sub-department with preference being given to senior employees who may decline work provided a less senior qualified employee in the same department or sub-department is on the property and available to perform such work.

ARTICLE 16 - ASSIGNED DAYS OFF DUTY

16.1 Assigned days off

A regularly assigned employee shall be assigned two (2) regular consecutive days off duty each week.

16.2 Assignment of non consecutive days off

When in the opinion of the Company, it is impracticable to grant to any employee consecutive days off duty each week, the situation shall be discussed with the Local Chairperson, for the purpose of reaching local agreement on the assignment of non-consecutive days off or other suitable arrangements.

16.3 Failing mutual agreement for non consecutive days off

Failing such local agreement, the Company may establish an assignment with non-consecutive days off; provided, however, that when more than one position is affected, such assignments shall be applied first to relief positions.

16.4 Non consecutive days off justification

The establishment of an assignment with non-consecutive days off as provided for in article 16.3 may properly be a subject of a grievance under Article 23 of this Agreement; and in that event, the Company will be required to show that without such assignment the employment of additional relief staff would be necessary or required services could not be performed.

16.5 Change in days off

(2000) When an employees scheduled days off duty are altered, the Company will contact the employee(s) or leave a message at least forty-eight (48) hours in advance of the starting time of the shift the employee(s) would have worked or the starting time of the shift that the employee(s) will now be working, whichever is the earlier shift.

16.6 Reassignment

When days off are changed, positions in the category will be reassigned. Preferred jobs will be assigned to the senior qualified employee who indicates that he/she wishes such position.

ARTICLE 17 - SENIORITY

17.1 Accumulation of seniority

Subject to article 18.1, an employee shall accumulate seniority from the date of his/her last entry into service in a position covered by this Agreement.

17.2 Groups

(2000) For seniority purposes employees shall be grouped in accordance with Schedule "A", hereto.

17.3 Seniority lists posting

(1997) Two (2) seniority lists, one for full-time employees and one for part-time employees, in each seniority group, shall be posted in January and in July of each year, in a place accessible to those affected. Such list shall show for each employee name, position and date from which seniority is accumulated. Copies of each list will be furnished to the Accredited Representative and the Local Chairperson of the Union.

Vacancies on the full-time list shall be first offered to full-time and then to part-time employees, in their respective order of seniority, before being otherwise filled.

Unless otherwise provided, preference shall be given in accordance with seniority in the allocation of schedules, overtime, layoff and recall. It is agreed that once an employee has been assigned a fixed full-time position, the preference for scheduling and days-off shall not apply.

(2003) Should an employee have preference in relation to allocation of schedules the employee shall advise his/her Department Head prior to the schedule being made and posted in accordance with the provisions of article 13.14, the Department Head shall, provided that he/she is able to maintain a qualified work force, endeavour to schedule said employee in accordance with his/her preference.

In any event, employees on the full-time seniority list shall have priority over employees on the part-time list, excluding the application of Article 10 - Vacations.

17.4 No change in seniority

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

17.5 Change in seniority date

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

17.6 Seniority within a group

Seniority of an employee shall be confined to the respective seniority group in which he/she is employed and, except as otherwise provided, an employee transferred from one seniority group to another shall rank from date of transfer on the seniority lists to which transferred.

17.7 Seniority rights between groups

An employee transferred from another seniority group in accordance with the provisions of article 19.4 who is released or displaced from the position to which transferred may exercise his/her seniority in his/her former seniority group or in the group to which transferred. Having exercised his/her seniority, his/her name will be removed from the seniority list of the other group.

17.8 Seniority rights while working at other hotel of the Company

An employee taking a seasonal or temporary position at any other hotel of the Company shall retain his/her seniority for a period not exceeding nine (9) months unless held by the Company at a seasonal hotel to perform work directly connected with the continued operation of the Hotel (including repair of equipment, alterations or construction).

17.9 Promotion to an excepted position

(2011) An employee who has been or is promoted to an official or excepted position or a position covered by Article 2.3, shall retain his/her seniority rights in the seniority group from which promoted, for a maximum of six (6) months, at which time his/her name shall be deleted from the seniority list.

Bargaining unit members covering excepted positions on a temporary basis (maternity leave, etc) shall be entitled to one (1) year of protection of their seniority rights, however such persons shall not be responsible for disciplining or evaluating other bargaining unit members. Employees on such temporary positions must continue to pay dues to the Union.

17.10 Release from an excepted position

(1995) When an employee in an official or excepted position, or a position covered by article 2.3 is released through his/her position being discontinued, he/she may within thirty (30) days but not thereafter exercise his/her seniority rights to any position in his/her seniority group which he/she is qualified to fill.

17.11 Involuntary changes of status to part-time

(1993) In the event that a full-time employee changes status to part-time, due to an involuntary reduction in hours or displacement, his/her name shall be kept on the full-time seniority list for bidding purposes only. Should such employee exercise his/her seniority rights whilst on part-time status, he/she shall have his/her name removed from the full-time seniority list.

(2003) Should an employee voluntarily leave a full-time position for a part-time position, which was bulletined and awarded to said employee his/her name shall be removed from the full-time seniority list.

17.12 Full-time employee returning to a part-time status

(1995) A full-time employee who is returned to a part-time position in accordance with article 17.11 shall use his/her original part-time seniority within the same group, whilst occupying a part-time position only.

Should a full-time employee who has never occupied a part-time position be transferred to a part-time position as per article 17.11, said employee will carry over his/her full-time seniority date.

17.13 Change of status from part-time to full-time

(2003) A part-time employee shall become a full-time employee if:

- (a) the employee is assigned to a full-time bulletined position that is not temporary; or
- b) scheduled to work sixty (60) regular hours or more per pay period for a minimum of thirteen (13) consecutive pay periods; or
- c) the number of hours worked as, after the fact, resulted in an average of a minimum of sixty (60) regular hours or more per pay period for the previous thirteen (13) consecutive pay periods in the same position.

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

In the application of this article, hours worked in replacement of authorized vacation, leave of absence, sickness and maternity/parental leave will not be included in the computation of a) or b) herein.

17.14 Change of status from full-time to part-time

(1995) A full-time employee shall become a part-time employee if:

- (a) it is known the employee's hours of work will be reduced to less than sixty (60) hours per pay period for a minimum of twenty six (26) consecutive pay periods; or
- (b) the employee's continuous compensated service has, after the fact, resulted in an average of less than sixty (60) hours per pay period, for the previous twenty six (26) consecutive pay periods; or
- (c) the employee displaces or is awarded a part-time position.

ARTICLE 18 - LOSS OF SENIORITY

18.1 Discharged employee

(2003) An employee who is discharged shall lose his/her seniority. The Company may, however, reinstate such employee with his/her former seniority only by agreement between the General Manager and the National Representative of the employee.

18.2 Displaced employee

(1995) A displaced employee, or one whose position is abolished, who fails to make his/her choice within five (5) days or who after making his/her choice fails to commence work within thirty (30) days, in accordance with the provisions of article 21.2, shall forfeit his/her seniority and his/her name shall be removed from the seniority list.

18.3 Failing to report after a recall

(2000) An employee called to service shall forthwith specify the date on which he/she will be available for service and such date shall not be more than seven (7) calendar days after the date of recall. An employee who fails to return to service on the date specified, without giving satisfactory reasons, will be considered out of service and his/her name will be removed from the seniority list.

18.4 Failing to report for duty at expiration of a leave of absence

Subject to the provisions of Article 12, an employee who fails to report for duty on or before the expiration of a leave of absence shall lose his/her seniority.

18.5 Excepted position

When an employee in an excepted position, or a position covered by article 2.2, is released and fails to exercise his/her seniority within thirty (30) days in accordance with the provisions of article 17.10 he/she shall forfeit his/her seniority and his/her name will be removed from the seniority list.

18.6 Loss of seniority when working at any other hotel of the Company

An employee occupying a seasonal or temporary position at any other hotel of the Company in accordance with the provisions of article 17.8 who does not return to his/her former position at or prior to expiration of such nine (9) month period shall lose his/her seniority provided he/she can hold work in his/her seniority group, unless held by the Company at a seasonal hotel to perform work directly connected with the continued operation of the Hotel (including repair of equipment, alterations or construction).

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18.7 Recall period

(2000) An employee who has been laid-off and not re-called to work within the period equal to the employees service or twelve (12) months, whichever is less, shall have his/her name removed from the seniority list.

18.8 Resignation

(2003) An employee who voluntary resigns from the Company shall have his/her name removed from the seniority list and his/her employment with the Company shall be terminated forthwith.

18.9 Retirement

(2003) An employee who retires with or without a pension shall have his/her name removed from the seniority list and his/her employment with the Company shall be terminated forthwith.

ARTICLE 19 - FILLING OF POSITIONS

19.1 Appointments

(2003) Appointments under the provisions of this Article shall be made by the General Manager or his/her designated based on ability, merit and seniority. Ability and merit being relatively equal, seniority shall prevail. Employees in the seniority group affected having greater seniority than the employee appointed, may lodge a grievance according to the provisions of Article 23 within seven (7) days from the date of appointment.

19.2 Posting of a vacant position

(1995) When there is a vacancy of thirty (30) days or more duration or when a new position subject to the terms of this Agreement is created, the position shall be offered to the senior qualified employee in the seniority group affected. Should the senior qualified employee decline to accept the position, it shall be offered to the other qualified employees in the seniority group affected in order of seniority until the position is filled. If, after following this procedure, the position cannot be filled within the seniority group affected, the Company shall give preference to employees in the other seniority groups who are qualified to fill the position. For this purpose the vacant position shall be advertised on the notice board for a period of five (5) days during which time interested employees, who have completed their probation, elsewhere in the Company may apply for the position. If the vacant position is not filled within five (5) days, the Company may take whatever other action it considers necessary to fill it. When an employee in another seniority group is denied a vacancy or new position which he/she wished to accept, the Company on request by the employee shall provide the reasons therefore.

19.3 Information supplies to union

(1995) A copy of each notice, names of applicants, and names of successful applicants shall be furnished to the Local Chairperson.

Each bulletined position shall show:

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

19.4 Transfer of seniority between groups

An employee transferred from one seniority group to another shall retain his/her seniority in the group to which transferred from the date of such transfer. While holding the position to which transferred an employee will not be allowed to apply for a position in his/her original group unless released or displaced in accordance with article 17.7.

19.5 More than one application

When more than one position is posted on the notice board an employee shall have the right to make application for any or all of them, stating his/her preference.

19.6 Awarding the position

Where more than one applicant is being considered for a position posted on the notice board, the senior applicant, qualifications and ability being sufficient, will be awarded the position.

19.7 Temporary assignment

Upon the expiration of a temporary assignment, an employee so assigned shall be returned to his/her regularly assigned position.

19.8 Application upon return from leave of absence or vacation

An employee returning to his/her former position from leave of absence or vacation may within five (5) days exercise his/her seniority rights to any vacancy in an established position or any new position created during his/her absence or vacation. Employees thus displaced may exercise seniority in their group to any position they are qualified to fill.

19.9 Application upon return from a seasonal or temporary position

An employee returning to his/her former position from a seasonal or temporary position at any other hotel of the Company in accordance with the provisions of articles 17.8 and 18.6 may within ten (10) days after his/her return, exercise his/her seniority rights to any vacancy in an established position or any new position created during his/her absence.

19.10 Trial period (2000)

(a) An employee assigned to a position, other than a supervisory position within the scope of this agreement, shall be given reasonable time, depending upon the character of the work, in which to demonstrate his/her qualifications, the length of time not to exceed thirty (30) working days. An employee failing to demonstrate his/her qualifications will be returned to his/her former position without loss of seniority.

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19.10 (cont'd)

- (b) An employee who is assigned to a supervisory position within the scope of this agreement shall be given reasonable time, depending upon the character of the work, in which to demonstrate his/her qualifications, the length of time not to exceed sixty (60) working days. An employee failing to demonstrate his/her qualifications will be returned to his/her former position without loss of seniority.

- (c) An employee covered under Group 7 - Function Department who is assigned to a position in any Group within the scope of this agreement shall be given reasonable time, depending upon the character of the work, in which to demonstrate his/her qualifications, the length of time not to exceed sixty (60) working days. An employee failing to demonstrate his/her qualifications will be returned to his/her former position without loss of seniority.

19.11 **Position declared vacant**

A position shall be declared vacant when :

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

Note : When it is necessary to change the hours of assignment two (2) hours or more for short temporary periods not exceeding ten (10) working days due to an employee of the Housekeeper's or Maintenance Department being required to perform duties which cannot be conducted during regular working hours in public rooms or areas, the employee affected shall be given thirty-six (36) hours notice and the position need not be declared vacant.

Such temporary period of ten (10) working days may be extended by mutual agreement. If the required thirty-six (36) hours notice is not given, the employee affected shall be paid one and one-half (1 ½) times his/her given hourly rate for the first shift of the next assignment and his/her hourly rate thereafter until the completion of the assignment.

- (b) The rate is changed.

19.12 Interchange between company hotels

By agreement with the employees affected, it will be permissible to temporarily or permanently interchange Guest Agents, Night Guest Agents and Assistant Housekeepers between Company hotels.

19.13 Vacancy in non-scheduled positions

Applications from employees for assignment to vacancies in non-scheduled positions shall be given due consideration by the Company.

19.14 Temporary vacancy

(1995) A temporary vacancy of less than thirty (30) days' duration or a temporary position of less than thirty (30) days' duration shall be filled by the senior qualified employee in the group who makes application for it within five (5) days of its creation; provided, however, that seniority rights may only be exercised by a regularly assigned employee with respect to a temporary vacancy when :

- (a) An increase in rate is involved, or
- (b) Such vacancy is for more than five (5) days.

ARTICLE 20 - PROBATIONARY EMPLOYEES

20.1 Probationary period

(2006) Full-time employees entering the service of the Company shall be considered as on probation for the first four hundred and fifty (450) working hours (excluding training hours up to a maximum of ten (10) training days) or after completing four (4) months of actual work which ever comes first.

(2006) Part-time employees entering the service of the Company shall be considered as on probation for the first four hundred and fifty (450) working hours (excluding training hours up to a maximum of ten (10) training days) or after completing six (6) months of actual work which ever comes first.

20.2 Termination during probationary period

During the probationary period of the employee his/her service may be terminated at the sole discretion of the Company. If retained in the service after completion of the probationary period, the employee will then rank in seniority from the commencement of the employee probationary period. If found unsuitable and not retained during probationary period, the employee, on request, will be supplied with the specific reason as to why he/she was released.

ARTICLE 21 - ABOLISHED POSITIONS AND DISPLACEMENT

21.1 Exercise of seniority rights

(2000) A displaced employee or one whose position is abolished may exercise his/her seniority to displace an employee with less seniority, provided he/she has sufficient fitness, ability and qualifications to perform the work.

21.2 Written notification

(1995) If an employee exercises his/her seniority as provided for in article 21.1 or 21.3, he/she shall make his/her choice in writing within five (5) days of the notification of abolishment of his/her position or his/her displacement and must commence work in his/her new position within thirty (30) days of the abolishment of his/her position or his/her displacement date, unless prevented by absence due to bona fide illness or other causes for which leave of absence has been granted.

21.3 Technological change

(2000) An employee whose position is abolished as a result of a technological change may exercise his/her seniority to displace an employee with less seniority provided he/she has sufficient fitness, ability and qualifications to perform the work. If such an employee is unable to exercise his/her seniority he/she may sever his/her service with the Company, in which event he/she will be paid notice as per the provisions of the provincial Employment Standards Code, calculated at the hourly rate he/she was receiving at the time his/her position was abolished.

21.4 Considered on lay-off

(1995) An employee who does not wish to exercise his/her seniority as per the above articles will be considered to be on lay-off as per the provisions of Article 14.

ARTICLE 22 - REHABILITATION

22.1 Rehabilitation program

(2000) The rehabilitation program is a temporary program in which employees may be placed, should they become temporarily incapacitated to fulfill the requirements of their position. The program allows employees to recuperate in order to be re-instated into their position.

22.2 Return to work programs

(2003) In the application of this article the provisions contained in the Fairmont Hotels and Resorts policies and procedures on "Return to work Programs" shall apply.

22.3 Protection of privacy

(2000) All known particulars of each case, subject to this Article and in compliance with the "Freedom of Information and Protection of Privacy Act", shall be shared by the Company and the Union. All information shall be handled in the strictest of confidence.

22.4 Pertinent medical information

(2000) In order to be considered for this program, the employee's physician must supply all pertinent medical information requested by the Company. The recommended program will be subject to the approval by the employee's physician and if required the Company's physician. Following said recommendation, said employee may be placed in a position covered by this agreement which he/she is qualified to fill.

22.5 Preference of shift

(2000) In dealing with incapacitated employees, seniority shall govern in respect to preference of shift.

22.6 Return to former position

(2000) An employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as the employee remains in such position. When he/she subsequently recuperates, he/she shall be returned to his/her former position with no loss in seniority.

22.7 Monthly medical reports

(2000) Employees who have been placed under this program may be required to furnish monthly medical reports to the Human Resources office 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.

22.8 Application to bulletined positions

(2000) An employee on the program will not be allowed to apply to bulletined positions unless each application is accompanied by a current doctors report indicating the employee is physically and/or mentally fit to fulfill the requirements of the position. If awarded the position the employee will be removed forthwith from the program.

22.9 Light or modified duties

(2000) Employees on W.C.B. or, on Weekly Indemnity may be assigned to 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 under this agreement.

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

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

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

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

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22.10 **Accommodation**

(2009) The Company will discuss with the Union Local Chairperson the necessary arrangements to accommodate an employee under this Article. All light duty, work hardening and/or trial programs, modified duties, or accommodation arrangements will be set out in writing with a copy being provided to the Local Chairperson.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.1 Grievance procedure

- a) (1993) No employee shall be discharged or disciplined except for just cause and only after the charges against him have been fully investigated. When an employee believes he/she has been unjustly dealt with because any of the provisions of this Agreement have not been complied with, his/her grievance shall be dealt with in the following manner:

Step #1

(2011) The Union or any employee may present a grievance in writing to the Department Head or his/her representative, within ten (10) calendar days after first knowledge of grounds for a grievance. The Department Head or his/her representative must give a decision in writing within ten (10) calendar days after receipt of the grievance.

Step #2

If the grievance is not settled, the Local Chairperson or his/her representative must appeal in writing to the Director of Human Resources or his/her representative within fifteen (15) calendar days after the Department Head's decision in Step #1. The Director, Human Resources or his/her representative must render a decision in writing within fifteen (15) calendar days after receipt of the written appeal.

Step #3

(2011) If the grievance is not settled, the National Representative or his/her representative of the Union may, within fifteen (15) calendar days after receipt of the decision of the Director, Human Resources, under Step #2, make a written appeal to the General Manager. The General Manager shall render his/her decision in writing within fifteen (15) calendar days after receipt of the appeal.

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23.1 (Cont'd)

b) **Prior to any arbitration**

(2003) If the grievance is not settled in Step #3, the matter may be processed in the following manner:

- the Union will, within twenty-one (21) calendar days following the applications of Step #3, notify the Company of its intention to refer the matter to Arbitration.

- (2011) either party may, within fourteen (14) calendar days following receipt of such notification, request a joint conference between the Vice-President, Fairmont Hotels and Resorts or designated, and the National Representative of the Union or his/her representative, and such conference shall take place prior to any Arbitration.

23.2 **Procedure for written discipline or suspension of less than three (3) days** (2011)

An employee receiving written discipline must be assisted by the Local Chairperson or designate, should neither be available then the employee must have an available unionized member of his/her choice as a witness present at said meeting.

23.3 **Special procedure for three (3) or greater suspension or discharge** (2011)

The following special procedure will apply to cases where a suspension of three (3) days or greater or discharge is contemplated.

The employee and the Local Chairperson or his designate must be notified of the charges as soon as possible after the Director, Human Resources becomes aware of the alleged offence.

The employee shall receive a fair and impartial hearing within five (5) days of such knowledge. At least twenty-four (24) hours' advance notice of the time and date of hearing will be provided to the employee and the Local Chairperson or his designate.

On request, the Union representative shall be given all the evidence of the case.

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

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23.3 (Cont'd)

At any hearing the employee must have the departmental Shop Steward or, in his absence, the Local Chairperson present. In the event none of the herein stated are available and the Company cannot reasonably reschedule the formal meeting, then the employee must have an available unionized member of his/her choice as a witness present at said meeting. Prior to using a witness, the Company shall contact the Local President and or the Local Chairperson offsite to see if alternative arrangements can be made to have a Steward attend the meeting.

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

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

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

The Company's decision may be appealed to Step #3 of the Grievance Procedure.

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

23.4 **Period of retroactive pay**

(1993) 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 his/her representative.

23.5 **Time limits for the Company**

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

23.6 **Removal from file**

If one (1) year has passed since the employee has received any disciplinary letters, notations or suspensions, it shall be removed from his/her file and will not be used in any future consideration.

23.7 Copy of disciplinary letter or notation

When a disciplinary letter or notation is placed on an employee's file, a copy shall be forwarded to the Local Chairperson.

23.8 Group/policy grievance

(2003) A group/policy grievance shall be submitted in writing by one party to the other. A policy/group grievance may be filed within fifteen (15) calendar days of the occurrence of the event on which the grievance is based.

The General Manager or designate and the National Representative of the Union or designate shall meet within ten (10) calendar days of the receipt of the grievance. The party receiving the grievance shall reply to the grievance in writing within fifteen (15) calendar days of the meeting. If it is not settled at this stage, the grievance may be advanced as provided in article 23.1 b).

23.9 Final decision

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

If exonerated, the employee will be paid for all time lost.

23.10 Access to personnel file

(2000) Employees shall have the right to view their personnel file upon written request to the Human Resources Director and, if they so desire, may request to have the Local Chairperson present when doing so.

23.11 Time limits

(2000) The time limits as provided herein may be extended by mutual agreement in writing.

23.12 Refer to arbitration

(2000) Only grievance that has been processed according to the steps outlined in this Article, and has not been settled at Step #3, may be referred by either party to an Arbitrator for a final and binding settlement.

23.13 Timing of a suspension

In the case of suspensions to be served by an employee, the suspension will commence with the employees next scheduled working day.

ARTICLE 24 - ARBITRATION OF GRIEVANCES

24.1 Request for the arbitration

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

24.2 Selection of an Arbitrator

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

24.3 Selection of an Arbitrator by the Minister of Labour

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

24.4 Arbitrator's decision

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

24.5 Jurisdiction of the Arbitrator

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

24.6 Expenses

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

24.7 Extension of time limits

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

ARTICLE 25 - WORKPLACE HARASSMENT
(2000)

25.1 General principle

(2011) The Company and the Union agree to subscribe to the principles of the Alberta Human Rights Code.

25.2 Commitment

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

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 Hotel Palliser 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.

25.3 Fairmont Hotels and Resorts Harassment Prevention Policy

(2003) The Company and the Union agree to adhere and uphold the Harassment Prevention Policy established by Fairmont Hotels and Resorts. The policy will be available to all employees.

25.4 Excluded position

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.

25.5 Amendments communicated to union

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

25.6 **Grievance procedure**

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.

ARTICLE 26 - HEALTH AND SAFETY
(2003)

26.1 General principal

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.

26.2 Improvements

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.

26.3 Company responsibility

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

26.4 Employee responsibility

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

26.5 Joint Health and Safety Committee

(2011) The Company and the Union agree to a joint Health and Safety Committee consisting of not less than five (5) employees, preferably from different departments of the hotel, selected by the Union and not less than five (5) from the Company who shall meet on a regular monthly basis. It is agreed that a primary function of this Committee is to review the previous minutes, discuss accidents & incidents, potential hazards, initiatives to increase awareness and overall health & safety of all members and required action where necessary. Additionally, all members of the Health & Safety Committee will participate in completing regularly scheduled site inspections. Minutes of these meetings shall be kept, posted on a bulletin board accessible to all employees with copies forwarded to the Local Union Chairperson.

26.6 Right to accompany inspector

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

26.7 Pay for attending monthly meetings

The Company agrees that an employee carrying out his/her responsibilities as representatives of the Joint Health & Safety Committee will do so without loss of regular wages for that time, in accordance with the provisions of the collective agreement as it relates to attendance of Company meetings.

26.8 Right of refusal

In accordance with the Alberta Occupational Health and Safety Act, no employee shall be discharged, penalized or disciplined for refusing to carry out any work process or operate any equipment where they have a reasonable cause to believe that it would create an undue hazard to the health or safety of any person.

There shall be no loss of pay, seniority or benefits during the period of refusal. However, the employee is required to immediately report the circumstances of the unsafe condition to the Company who will investigate the matter and attempt to resolve it. If the matter remains unresolved, further investigation will be required including the Company, the employee, and the Union representative of the Health and Safety Committee or a designate. If the matter still remains unresolved, the Company and the employee or a Union representative shall notify an Occupational Health and Safety Officer for investigation and decision orders if required. The employee may be assigned temporarily to alternative work until the matter is resolved.

26.9 Sponsored training program

Employees required by the Company to take sponsored training program in relation to health and safety, will be compensated at their regular rate while attending said training. Furthermore, the Company will allow on a one (1) time basis during the life of the collective agreement, without loss of regular wages, to a maximum of five (5) Health & Safety Union Members time off to a maximum of two (2) days to attend the CAW Health and Safety School.

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ARTICLE 27 - ATTENDING COURT

- 27.1 (2000) An employee required by the Company to attend court or any other public investigation shall be paid scheduled rates for the time lost and shall be reimbursed actual reasonable expenses when away from home. In such cases, witness fees shall go to the Company.

An employee who has at least one (1) year of continuous service with the Company, who is summoned for jury duty and/or subpoenaed as a witness other than as the accused, shall be granted leave of absence for any day on which he/she reports for such jury or witness duty. Should the employee receive jury duty or witness pay, he/she shall be reimbursed an amount to ensure no loss in regular pay of up to thirty (30) days once during the life of the Collective Agreement, and, only upon providing the Company with the documentation attesting to such.

ARTICLE 28 - MISCELLANEOUS

28.1 Service letters

(1995) An employee dismissed or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid as soon as possible.

28.2 Locker and washroom facilities

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

28.3 Uniforms and work clothes

(2000) Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company. Where it has been established practice to supply employees with work clothes or uniforms this practice will be continued. Hat, coat and trousers and appropriate outer garments for employees in the Kitchen Department will be supplied by the Company free of charge. Employees will not be permitted to wear uniforms except while on duty, and will be held responsible for the proper care thereof.

28.4 Tool allowances - Kitchen and Maintenance Departments

(2000) Where an employee working in either of the above-stated departments is expected to provide certain tools necessary in performing daily duties, the following will apply:

- (a) said employee must supply a complete and current inventory of all personal tools, duly identified, that are used in performing daily duties to their department head by January 1st annually, following which the department head will confirm and approve said inventory;
- (b) (2011) in the event of wear and tear, breakage, damage or theft of said inventoried tools during working hours, the Company will, upon the presentation of purchase receipt and with the approval of the specified department head and/or the Human Resources Director, reimburse the cost of replacement with a tool equivalent to that inventoried, to a maximum of two hundred dollars (\$200.00) per year total.
- (c) employees are responsible for the security and safekeeping of their tools which are to be kept on property at all times.

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28.5 Shoe allowance

(2011) The Company will provide reimbursement of the cost to replace or repairing of one (1) pair of safety shoes, to a maximum seventy-five dollars (\$75.00) per year, for employees who have completed their probationary period and are required by the Company to wear safety shoes. The style and colour of the shoes must be approved by the Company.

(2006) Employees of the following classifications and/or departments are eligible to avail themselves of the shoe allowance: Culinary, Stewarding, Maintenance, Receiving Clerk, Storeperson, Banquet Porters, Housepersons and Guest Services.

Employees will receive said amount so long as the shoes are worn on the job. Upon providing the Employer in ample time of proof of either purchase or repair, payment will be made on the pay period following..

28.6 Employee liability

Employees shall be held responsible for the full amount of meal checks for which they have signed. No server shall be held responsible for lost meal checks not personally signed for by the employee. Unless negligence is established, employees shall not be required to pay for lost, broken, or damaged equipment.

28.7 Posting of union notices

(2011) Notices of interest to employees may be posted on the premises by the Union; however the Union undertakes that such notices shall not be defamatory or libellous in nature. A notice board for this purpose shall be provided by the Company.

28.8 Transferring employees

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

28.9 Employee medical examinations

All employment and pre-employment medicals shall be paid for by the Company.

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28.10 Amendment or revision of Agreement

This Agreement may be amended or revised only upon mutual agreement in writing between the General Manager of the Company or his/her designate and the Accredited Representative of the Union or his/her designate.

28.11 Tour gratuities

(2003) When the person responsible for a tour leaves gratuities (tour gratuities) with the Company for distribution, twenty-five percent (25%) of such gratuities shall be distributed amongst the Housekeeping Staff. The remaining seventy-five percent (75%) shall be distributed amongst the Bellperson(s) and Doorperson(s) who have worked on said tour. All gratuities will continue to be paid through the Accounting Department. Distribution and payment of said gratuities shall be in accordance with Schedule "D".

Two percent (2%), off the top, will be allocated to the Company to cover administration fees.

(2009) The Union shall be permitted to review records related to these gratuities upon request to determine that the funds being paid out accurately reflect the funds collected by the hotel. The parties recognize that these records are proprietary and must be kept in the strictest confidence.

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28.12 Contracting out

(2000) It is recognized and understood that at times and for varying reasons it is not considered practical or advisable for certain work to be performed in-house. The Company must therefore, reserve the right to decide how and by whom any work is to be performed. This Article is not to be regarded as affecting that right. Provided, however, the Hotel has the necessary facilities and equipment and can perform the work required with its qualified workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Union's intention and desire to keep such work within the Company.

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

- (a) to provide the Union, in writing, with a minimum of sixty (60) days advance notice of the proposed change;
- (b) to meet with the Union prior to the proposed change so as to explain why the work must be contracted out and to consider any proposals which may enable the work to be continued within the bargaining unit;
- (c) if following (a) and (b) it is still necessary to contract out the work, the Company and Union shall meet with a view to reducing the adverse effect such change may have on those employees directly affected.

Note: It is agreed that the present article shall not apply to contracting in/out agreement and/or practices in place at the time of signing of the "Memorandum of Settlement of 2000."

28.13 Absenteeism

(1997) Both the union and the company agree that absenteeism will not be tolerated. Employees will not be required to supply a doctor's note for a one (1) day absence unless considered abusive or excessive by the company.

28.14 Collective agreement booklet

(2006) The company will be responsible for producing and providing a copy of the collective agreement in booklet form to each employee. The size of the new printed collective agreement shall be 4 x 6 inches in approximation.

28.15 Time limit for answering requests

(2011) All written requests as designated by the collective agreement or by the Company shall be answered within a period not to exceed fourteen (14) calendar days.

28.16 Housekeeping workloads

a) (2006) Room Attendants who cannot perform the number of rooms as assigned by the Company during a regular daily shift (including taking breaks as per the provisions of the collective agreement) or who are unable to meet the Company's standard for quality control shall have the right to request a meeting with the Company accompanied by their Union Shop Steward or in their absence a Member of the Local Union Executive to attempt to resolved the issues. The herein provision shall not prevent the Company the right to apply the appropriate corrective action if the Company deems it to be necessary.

b) Housekeeping workload meeting

(2009) The Company agrees that they will hold a meeting a minimum of two (2) times per year at which will be present the Housekeeping Shop Steward, a maximum of two (2) Housekeeping employees, the Local Chairperson, the Director of Housekeeping, the Director of Human Resources, and the General Manager in order to review work load issues in the department and other issues that should arise. The Union shall provide the Company with an agenda one (1) week prior to the meeting.

28.17 Early retirement

(2009) An early retirement allowance based on a fifteen (15) hours per years 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.

(2009) An employee who on March 1st, 2009 is sixty (60) years of age or over and has achieved twenty (20) years of continuous service may, on a one-time basis, be eligible to receive the early retirement allowance provided that he/she notifies the Company in writing no later than September 30th, 2009 of his/her intention to retire effective October 31st, 2009.

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28.18 **Meals**

It is agreed between the parties that in order to clarify the position on employee meals :

(2000) On duty staff on an assigned meal break will be allowed a meal at no cost, provided that they have been on duty not less than two (2) hours prior to the meal time. The Company may sell additional food items on an optional basis. All taxes associated shall be assumed by the employee.

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ARTICLE 29 – PENSION PLAN

- 29.1 (2011) The Fairmont Hotels Pension Plan for the employees of the Fairmont Palliser Hotel shall be administered and controlled by Fairmont Hotels & Resorts.
- 29.2 (2011) The Company shall provide to all eligible employees a pension plan whose terms and conditions shall be those terms and conditions as set out in The Fairmont Hotels Pension Plan.
- 29.3 (2011) A regular full-time employee shall become eligible to participate in the Pension Plan following six (6) months of continuous full-time employment at Fairmont Palliser Hotel.
- 29.4 (2011) In addition to this, the following specific terms shall apply to the eligible employees covered by this Collective Agreement, the Company and the employee shall contribute 3.2% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE), and 5% of earnings over the Yearly Maximum Pensionable Earnings.
- 29.5 (2011) It is understood that all terms and conditions connected with this Plan will be regulated and administered as set forth in the Plan.
- 29.6 (2011) The Company will commit to provide information on the pension plan to eligible employees. The Company will produce a similar document as “benefits at a glance” for the pension plan to be available and distributed to employees.

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ARTICLE 30 - DURATION

- 30.1 (2011) Except as otherwise specified herein, this Agreement shall be made effective the next business day following its signing and shall remain in effect until February 28th, 2014, and thereafter; subject to sixty (60) days' notice in writing from either party to the other of its desire to revise, amend or terminate it.

Signed in Calgary, Alberta, this day of September 2011.

For Inn Vest Hotels XV LP
(The Fairmont Palliser)
Calgary, Alberta :

For National Automobile, Aerospace,
Transportation and General Workers
Union of Canada, (C.A.W. - Canada)
Local 4273:

JANET JACQUES

KEN WIEDER

DAN MCGOWAN

JOHN ROCHER

HEATHER MCCRORY

DOUG SHARPE

MICHAEL FORD

TODD ROMANOW

Expiry date: February 28th, 2014

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SCHEDULE "A" – GROUP, CLASSIFICATION AND RATES OF PAY - HOURLY RATES

	Present Rate	March 1 st , 2011 (2.5%)	March 1 st , 2012 (2.5%)	March 1 st , 2013 (2.75%)
Group 1 - Clerical				
N Guest Agent I	18.21	18.67	19.14	19.67
N Royal Service Agent I	18.21	18.67	19.14	19.67
N Guest Agent II	17.02	17.45	17.89	18.38
N Royal Service Agent II	17.02	17.45	17.89	18.38
N Night Guest Agent	18.26	18.72	19.19	19.72
T Catering Representative (*)	17.20	17.63	18.07	18.57
T Catering Secretary (*)	16.85	17.27	17.70	18.19
N Secretary	17.02	17.45	17.89	18.38
N Receptionist	16.00	16.40	16.81	17.27
N Reservations Clerk	17.02	17.45	17.89	18.38
N Accounting Clerk I	18.64	19.11	19.59	20.13
N Accounting Clerk II	17.02	17.45	17.89	18.38
N Income Clerk	17.94	18.39	18.85	19.37
Group 2 - Guest Services				
T Captain Bellperson	16.47	16.88	17.30	17.78
T Bellperson	14.46	14.82	15.19	15.61
T Doorperson	14.70	15.07	15.45	15.87
T Night Bellperson	16.03	16.43	16.84	17.30
Group 3 - Culinary Department				
N Senior Chef de Partie (*)	22.04	22.59	23.15	23.79
N Chef de Partie (*)	19.78	20.27	20.78	21.35
N First Cook (*)	18.15	18.60	19.07	19.59
N Second Cook (*)	17.68	18.12	18.57	19.08
N Apprentice Cook - 1 st Year (*)	15.07	15.45	15.84	16.28
N Apprentice Cook - 2 nd Year (*)	15.84	16.24	16.65	17.11
N Apprentice Cook - 3 rd Year (*)	17.25	17.68	18.12	18.62
N Kitchen Helper (*)	15.84	16.24	16.65	17.11

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	Present Rate	March 1 st , 2011 (2.5%)	March 1 st , 2012 (2.5%)	March 1 st , 2013 (2.75%)
Group 4 - Food & Beverage				
Dept				
SUB-DEPARTMENT BANQUET				
T Senior Supervisor (*)	18.84	19.31	19.79	20.33
T Supervisor (*)	15.45	15.84	16.24	16.69
T Head Banquet Porter (*)	14.35	14.71	15.08	15.49
T Banquet Porter (*)	13.88	14.23	14.59	14.99
T Banquet Linen Person (*)	14.28	14.64	15.01	15.42
SUB-DEPARTMENT RIMROCK				
N Senior Supervisor	19.02	19.50	19.99	20.54
T Host/hostess	15.28	15.66	16.05	16.49
T Server	13.57	13.91	14.26	14.65
T Buspendon	13.70	14.04	14.39	14.79
SUB-DEPARTMENT IN ROOM DINING				
T Server	13.57	13.91	14.26	14.65
T Cashier Tel. Order Taker	15.28	15.66	16.05	16.49
T Night Server	17.86	18.31	18.77	19.29
SUB-DEPARTMENT OAKROOM LOUNGE				
T Server	13.75	14.09	14.44	14.84
T Barperson	15.81	16.21	16.62	17.08
T Senior Barperson	18.03	18.48	18.94	19.46
SUB-DEPARTMENT STOREROOM				
N Receiving Clerk (*)	15.69	16.08	16.48	16.93
N Storeperson (*)	14.76	15.13	15.51	15.94
N Senior Storeperson (*)	15.71	16.10	16.50	16.95

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	Present Rate	March 1 st , 2011 (2.5%)	March 1 st , 2012 (2.5%)	March 1 st , 2013 (2.75%)
SUB-DEPARTMENT STEWARDING				
T Assistant Steward (*)	15.96	16.36	16.77	17.23
N Kitchen Steward (*)	15.22	15.60	15.99	16.43
N Pot Washer (*)	15.44	15.83	16.23	16.68
N Night Kitchen Cleaner (*)	14.82	15.19	15.57	16.00
N Steward Helper (*)	14.70	15.07	15.45	15.87
The above Sub-Department listing is for the purpose of scheduling and shall not prevent an employee from exercising his/her seniority right in case of job abolishment or in case of lay-off.				
Group 5 - Housekeeping Dept				
N Housekeeping Supervisor	18.15	18.60	19.07	19.59
N Laundry Attendant	16.46	16.87	17.29	17.77
N Room Attendant	16.04	16.44	16.85	17.31
N Carpet & Upholstery Cleaner	17.12	17.55	17.99	18.48
N Houseperson	16.04	16.44	16.85	17.31
N Linenkeeper Seamstress	16.18	16.58	16.99	17.46
N Housekeeping Attendant	16.04	16.44	16.85	17.31
Group 6 - Maintenance Dept				
N Plumber	25.89	26.54	27.20	27.95
N Electrician	25.89	26.54	27.20	27.95
N Carpenter	25.89	26.54	27.20	27.95
N Painter	22.21	22.77	23.34	23.98
N Maintenance Person (with ticket)	22.21	22.77	23.34	23.98
N Maintenance Person	16.52	16.93	17.35	17.83
Group 7 - Function Department (2000)				
T Head Server (*)	13.04	13.37	13.70	14.08
T Server (*)	11.77	12.06	12.36	12.70
T Barperson (*)	13.80	14.15	14.50	14.90
T Ticket Seller (*)	13.52	13.86	14.21	14.60
T Coat Check Attendant	11.77	12.06	12.36	12.70

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N *Indicate non-tipping classification*

T *Indicate tipping classification*

(*) *Indicates those employees occupying said classifications are eligible for a portion of the banquets gratuities as per the provisions contained in Schedule "C" of this Agreement.*

All increases shall be effective on the first day of the first pay period closest to the above date.

SCHEDULE "B" - FUNCTION DEPARTMENT

1.1 Entitlement

Employees occupying a position covered under Group 7 - Function Department shall, with the exception by the language stated herein Schedule "B", be governed by the language of the Agreement.

1.2 Maximum full-time employees

There shall be a maximum of twelve (12) full-time employees.

It is further agreed between the parties that should the Company either through increased volume, decreased volume, expanded or decreased facilities, find it necessary to increase or decrease the capped numbers stated herein, may do so by using a base of thirty (30) hours per week for a minimum of twenty-six (26) consecutive weeks. The Union shall be advised on such increase and/or decrease.

It is further understood and agreed between the parties that the above stated capped numbers does not constitute any guarantee that work will be available nor that the Company is required to keep said capped numbers at that level.

The provisions of sub-article 3.1 (i) shall not apply.

1.3 Lay-off and recall

With the exception of the full-time employees of Group 7 - Function Department, the provisions of Article 14 - Lay-off and Recall shall not apply to the rest of employees of Group - 7 Function Department. At the request of an employee an R.O.E. shall be supplied.

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1.4 **General holidays**

- a) With the exception of the full-time and part-time employees of Group 7 - Function Department, the provisions of Article 9 - General Holidays shall not apply to the rest of employees of Group 7 - Function Department. The following provisions shall apply :
- b) An employee who has worked a total of thirty (30) days during the twelve (12) months preceding any of the General Holidays listed herein, who is required to work on a General Holiday shall be paid at his/her normal rate of pay for time worked and will be given equivalent time off with pay at his/her normal rate of pay.
- c) An employee who has worked a total of thirty (30) days during the twelve (12) months preceding Christmas Day or New Year's Day who is required to work on such days shall be paid at the rate of time and one-half of his/her normal rate of pay for the time worked, and will be given equivalent time off with pay at his/her normal rate of pay.
- d) An employee who has not worked a total of thirty (30) days during the twelve (12) months preceding any of the General Holidays listed herein and who is required to work on a General Holiday shall be paid his/her normal rate of pay for time worked, except that if such an employee is required to work on Christmas Day or New Year's Day he/she shall be paid at the rate of time and one-half of his/her normal rate of pay for the time worked.
- e) (2003) General Holidays are as follows :

New Year's Day	Canada Day
Good Friday	Civic Holiday
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
Alberta Family Day	Christmas Day
Remembrance Day	Boxing Day

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1.4 (Cont'd)

- f) In order to accommodate a justifiable high holy day in accordance with justified religious beliefs and without causing undue interference to the operation a non-Christian employee who qualifies as per the provisions of sub-article b) may request, if he/she is required to work on a day listed in sub-article e), receive a regular paid day-off in lieu as per the provisions of sub-articles b) or c) on said justifiable high holy day.

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 sub-article e).

It is understood and agreed that the above shall not be construed as adding further entitlements to those outlined in sub-article e) herein.

1.5 **Vacation pay**

(2006) With the exception of the full-time employees of the Group 7 - Function Department, the provisions of Article 10 - Vacations shall not apply to the rest of employees of Group 7 - Function Department. The following provisions shall apply:

- a) An employee, who at the beginning of the calendar year has less than one year's employment relationship with the Company, will be granted vacation and paid for same in accordance with the provisions of the Alberta Employment Standards Code.
- b) An employee, who at the beginning of the calendar year has maintained a continuous employment relationship with the Company for one (1) year, shall be allowed ten (10) working days vacation during such year and in subsequent years; and shall be paid four percent (4%) of wages earned during the previous calendar year, until qualifying for further vacation under Sub-article d) herein.
- c) An employee, who at the beginning of the calendar year has maintained a continuous employment relationship with the Company for three (3) years shall be allowed fifteen (15) working days vacation during such year and in subsequent years; and shall be paid six percent (6%) of wages earned during the previous calendar year, until qualifying for further vacation under sub-article e).

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1.5 (Cont'd)

- d) An employee, who at the beginning of the calendar year has maintained a continuous employment relationship with the Company for nine (9) years shall be allowed twenty (20) working days vacation during such year and in subsequent years; and shall be paid eight percent (8%) of wages earned during the previous calendar year , until qualifying for further vacation under sub-article f).

- e) An employee, who at the beginning of the calendar year has maintained a continuous employment relationship with the Company for nineteen (19) years shall be allowed twenty-five (25) working days vacation during such year and in subsequent years; and shall be paid ten percent (10%) of wages earned during the previous calendar year.

1.6 **Bereavement leave**

With the exception of the full-time and part time employee of Group 7 - Function Department, the provisions of articles 12.15 and 12.16, shall not apply to the rest of the employees of Group 7 - Function Department.

1.7 **Hours of service and Assigned days off duty**

Article 13 - Hours of Service and Article 16 - Assigned days off duty shall not apply to the Group 7 - Function Department, the following shall apply :

- a) (2003) An employee who reports to work when called shall be paid in accordance with the rates of pay as shown in Schedule "A" with a minimum of three (3) hours for which three (3) hours work may be required unless he/she has permission to layoff at his/her own request, in the case of dinner or diner/dance functions the minimum shall be increase to four (4) hours.

- b) When possible and upon request of an employee covered by article 1.2 of this Schedule, the Company will grant two (2) days-off each week. Provided the Company is able to maintain a qualified work force, said employee shall be granted two (2) consecutive days-off each week.

- c) When practical and taking into consideration the nature of the business, an employee will be given as much notice as possible when changing start times.

- d) The provisions of article 13.6 of the Agreement shall apply to full-time and part-time employees covered by Group 7 - Function Department.

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1.7 (Cont'd)

- e) The provisions of article 13.8 of the Agreement shall apply to employees covered by this Schedule.

1.8 **Seniority**

With the following provisions, Article 17 - Seniority shall apply to all employees covered by this Schedule :

- a) Function employees shall be called to work within a classification, by seniority, and according to qualifications, provided that the employer is not prevented from running an effective work force. Each employee shall be responsible for ensuring that their current availability is known to the scheduling supervisor.
- b) A function employee who fails to respond or accept an assignment on three (3) consecutive occasions within a thirty (30) calendar day period, except when on authorized leave of absence or sickness, will lose his/her previous seniority. his/her new seniority will be dated from the next completed assignment.
- c) Unless otherwise stated and provided the Company is not prevented from running an effective work force, preference shall be given in accordance with seniority in the allocation of vacation, days off and overtime.

1.9 **Provisions of article 19.11**

The provisions of article 19.11 shall not apply to employees covered by this Schedule.

1.10 **Gratuities**

(2006) When the sponsor of an event, such as a Convention, Banquet, etc., leaves gratuities with the Company for distribution, said distribution of gratuities shall be in accordance with the provisions of Schedule "C". This shall not apply when the sponsor determines how the Company shall make the distribution.

All gratuities will continue to be paid through the Accounting Department. Distribution and payment of said gratuities shall be in accordance with Schedule "C".

SCHEDULE "C" - BANQUET GRATUITY DISTRIBUTION

Total Function Gratuities = one hundred percent (100%) shall be equal to fifteen percent (15%) charged on the Guest function bill.

A- Administration fees

Of the one hundred percent (100%), two percent (2%) will be allocated to the Company to cover administration fees.

B- Excluded personnel

Of the balance: excluded personnel will receive fifteen percent (15%).

C- Kitchen and Stewarding

Seven percent (7%) will be pooled for distribution to all Kitchen and Stewarding scheduled personnel who have at least four (4) months service as of the pay date. Kitchen personnel receiving one (1) point for each hour worked in the period and Stewarding and Stores personnel (excluding Assistant Steward) will receive one (1) point for each hour worked in the six (6) month period - (December 1st to May 31st) and (June 1st to November 30th). This portion of the gratuities set aside, shall be paid out twice per year, first, on the second pay date in June, second, just prior to Christmas using the pay period cut off immediately prior to Christmas, to those still in the Company's service as of the pay date.

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D- Banquet and Catering

Seventy-eight percent (78%) will be distributed to all Banquet and Catering scheduled employees in accordance with points earned in the month gratuities were earned.

POINTS PER HOUR WORKED

1 point for each hour worked for:

- Senior Supervisor - Supervisor - Banquet Linen Person
- Head Server - Server - Head Banquet Porter
- Barperson - Banquet Porter - Catering Secretary

0.5 point for each hour worked for:

- Ticket Sellers - Assistant Steward - Coat Check Attendant

0.25 point for each hour worked for:

- Catering Representative

E- Revision of records by the Union

(2009) The Union shall be permitted to review records related to these gratuities upon request to determine that the funds being paid out accurately reflect the funds collected by the hotel. The parties recognize that these records are proprietary and must be kept in the strictest confidence.

**SCHEDULE "D" - TOUR GRATUITIES DISTRIBUTION
(2003)**

Total Tour gratuities = one hundred percent (100%)

1- **Administration fees**

Of the one hundred percent (100%), two percent (2%) will be allocated to the Company to cover administration fees.

2- **Distribution**

The remaining ninety-eight (98%) percent shall be distributed as follows :

- (a) Twenty-five (25%) percent shall pool and for distribution amongst all unionized staff of the Housekeeping Department as indicate herein and on a point system. The point system shall be equivalent to one (1) hour worked equal one (1) point.
 - The first period shall cover the first day of the first pay of March and shall end the last day of the last pay period of August in the same year. It shall be payable, to those employees still in the Company's service as of the cut off date, with the first pay period of September of the same year.
 - The second period shall cover the first day of the first pay of September and shall end the last day of the last pay period of February in the following year. It shall be payable, to those employees still in the Company's service as of the cut off date, with the first pay period of March of the same year.
- (b) i) In cases of "*FIT Tour Group*", seventy-five (75%) percent shall be pool and for distribution amongst all unionized staff of the Guest Service Department as indicate herein and on a point system. The point system shall be equivalent to one (1) hour worked equal one (1) point.

The pooling and distribution shall be done on a quarterly basis starting with the first day of the first pay period of January and ending last day of the last pay period of March of the same year, it shall be payable, to those employees still in the Company's service as of the cut off date, with the first pay period of the month April following and every quarterly thereafter.

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- ii) In all other “*Tour Group*”, seventy-five (75%) percent shall be pool per daily shift and to be distributed amongst all unionized staff of the Guest Service Department who have worked on said daily shift, payable with each pay period and as follows :
- twenty-five (25%) percent shall be shared equally amongst to those employees assigned to work as Doorperson on said daily shift; and
 - seventy-five (75%) percent shall be shared equally amongst to those employees assigned to work as captain Bellperson or Bellperson on said daily shift.
 - Night Bellperson : should he/she work with the Bellperson on a tour he/she shall be part of the pool distribution. Should he/she work the tour by himself, he/she shall receive the full one hundred percent (100%) of the seventy-five percent (75%) gratuity service attached to said tour.
- 3- **Revision of records by the Union**
(2009) The Union shall be permitted to review records related to these gratuities upon request to determine that the funds being paid out accurately reflect the funds collected by the hotel. The parties recognize that these records are proprietary and must be kept in the strictest confidence.

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LETTER OF AGREEMENT #1

Renewed March 1st, 2006

Renewed 2009

Renewed 2011

B E T W E E N
INN VEST HOTELS XV LP
(THE FAIRMONT PALLISER), CALGARY, ALBERTA

AND
CAW, LOCAL 4273

Advisory Committee

(1997) The Advisory Committee shall consist of the three (3) members of the bargaining committee for the union and a maximum of three (3) representatives of the employer. It is agreed that the union or the employer may invite an additional participant to attend a meeting where their participation is required. Should both parties, by mutual agreement, agree to increase the core number of the committee, each party will be responsible for nominating their additional representative.

The committee meets once a month and the purpose of these meetings is to discuss subjects of mutual interest such as :

- < the organization of work;
- < empowerment;
- < training and development of employees;
- < job enrichment through multi-tasking and/or added responsibilities;
- < the quality of guest services;
- < the quality of working conditions.

The committee meetings shall be held at a mutually agreed time and the parties must inform one another, insofar as possible, seven (7) calendar days in advance, regarding the subjects they wish to include on the agenda.

Expiry date: February 28th, 2014

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Collective Agreement
between The Fairmont Palliser and CAW - Canada Local 4273

LETTER OF AGREEMENT #2

Renewed March 1st, 2006

Renewed 2009

Renewed 2011

Re: Sous-Chefs

(1995) This letter of intent is to confirm our conversations during contract negotiations with regards to the transfer of the Sous-Chef title from Schedule "A" to article 2.3.

(2003) It is understood that for the duration of the Agreement, the Company will not have more than three (3) Sous-Chefs/Executive Sous-Chefs working for the Culinary Department. This provision does not include the "Pastry Chef".

This letter will be null and void at the expiration of the Agreement. Should the scope or size of the Culinary Department change prior to the end of the Collective Agreement, the parties agree to meet and negotiate any changes to this letter.

Expiry date: February 28th, 2014

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Collective Agreement
between The Fairmont Palliser and CAW - Canada Local 4273

LETTER OF AGREEMENT #3
(2003)

Renewed March 1st, 2006

Renewed 2009

Renewed 2011

Re.: Due backs (gratuities)

This letter is to confirm our commitment made during last round of negotiation at The Fairmont Palliser as it relates to due back (gratuities).

The hotel will reimburse employees their due back (gratuities) within twenty-four (24) hours, except on weekends or general holiday, in which case it will be paid the next business day.

Signed at Calgary, Alberta this _____ day of September 2011.

For:
The Company

For
The Union

Dan McGowan

Todd Romanow

Expiry date: February 28th, 2014

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Collective Agreement
between The Fairmont Palliser and CAW - Canada Local 4273

LETTER OF AGREEMENT #4

Renewed 2009
Renewed 2011

BETWEEN
INN VEST HOTELS XV LP
(THE FAIRMONT PALLISER), CALGARY, ALBERTA

AND
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4273

Re: Laundry Attendant's position

The Company intends to abolish the present position of Laundry Attendant and the present incumbent (Samsun Walji) shall exercise her seniority rights in accordance with the provisions of the collective agreement. The present classification shall not be deleted from the present collective agreement.

The company intends to, and the Union agrees, that in the event in house laundry is required, said hour(s) shall first be offered to Samsun Walji, during her regular tour of duty and the hotel will take into account said work that is in need to be performed in the assigning of her other daily task to be performed.

In the event that the position is re-instated, Samsun Walji shall have preference to fill said position.

This "Letter of Intent" is valid for as long as Samsun Walji remains in her new position as per the exercising of her seniority rights. Should she leave this new position or is no longer an employee of the Fairmont Palliser, this "Letter of Intent" shall be void and null

Agreed to append for the term of the collective agreement.

Signed at Calgary, Alberta this _____ day of September 2011.

For:
The Company

For
The Union

Dan McGowan

Todd Romanow

Expiry date: February 28th, 2014

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Collective Agreement
between The Fairmont Palliser and CAW - Canada Local 4273

LETTER OF AGREEMENT #5

Renewed 2011

BETWEEN

INN VEST HOTELS XV LP
(THE FAIRMONT PALLISER), CALGARY, ALBERTA

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4273

Re: Night Bellperson's special premium

Further to our discussion during negotiations, whereas both parties have agreed that a special premium shall be paid to the Night Bellperson for performing the tasks normally performed by the In Room Dining Night Server, while said position has been abolished.

(2009) This special premium shall be of fifty cents (\$0.50) per hour, payable for as long as the Company do not re-activate the In Room Dining Night Server's position.

Should the company re-activate said position, then the special premium shall be eliminated and this letter shall become null and void, furthermore this letter shall be removed from the collective agreement.

Signed at Calgary, Alberta this _____ day of September 2011.

For:
The Company

For
The Union

Dan McGowan

Todd Romanow

Expiry date: February 28th, 2014

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Collective Agreement
between The Fairmont Palliser and CAW - Canada Local 4273

LETTER OF AGREEMENT #6

Renewed 2011

BETWEEN

INN VEST HOTELS XV LP
(THE FAIRMONT PALLISER), CALGARY, ALBERTA

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4273

Re: Linen closets

(2009) The Company will meet with the Union to discuss having the linen closets fully stocked when Room Attendants start their shift each morning.

Signed at Calgary, Alberta this _____ day of September 2011.

For:
The Company

For
The Union

Dan McGowan

Todd Romanow

Expiry date: February 28th, 2014

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