

COLLECTIVE AGREEMENT

Between

**LEGACY HOTELS CORPORATION
(FAIRMONT CHATEAU LAURIER)**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 4270**

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GOVERNING EMPLOYEES OF
FAIRMONT CHATEAU LAURIER
OTTAWA, ONT.

Expires **December 31st, 2007**

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Article 1 - Scope

- 1.1 (99) Excluding personnel from Agencies working in the Banquets Department, the provisions of this Agreement shall apply to employees of Fairmont Château Laurier, Ottawa, Ontario, holding positions coming within the classifications listed in Schedule "A" or Appendix "A" of this Agreement and to employees assigned to positions within classifications similar in kind or class to those listed in Schedule "A" or Appendix "A".
- 1.2 The provisions of this Agreement shall not apply to persons employed in classifications listed in Schedule "B" hereof or to persons assigned to classifications similar in kind or class to those listed in Schedule "B" hereof which might be created during the term of this Agreement.
- 1.3 (02) In the event that the Company finds it necessary to contract out work presently performed by the bargaining unit, it agrees to the following:
- (a) the Company will provide the Union, in writing, with a minimum of thirty (30) calendar days advance notice of the proposed change;
 - (b) at the Union's request, and within the specified time indicated in (a) above, meet prior to the proposed change to explain why the work must be contracted out and to consider any Union proposals which may enable the work to be continued within the bargaining unit, within budget and/or time frame;
 - (c) The Company will not contract out work which would result in a lay-off, maintain a lay-off or reduce the regular working hours of an employee who, on the date of signing of this collective agreement, is still actively employed.

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

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

Article 2 - Definitions

2.1 For the purpose of this Agreement:

- (a) (96) "Employee" means a person occupying a position covered by the scope of this Agreement and holding seniority under the terms of this Agreement. Where the male gender is used in this Agreement, it will be understood to include the female gender.
- (b) "Full-time employee" means an employee working in a position covered under Schedule "A" or Appendix "A" of this Agreement and who is normally scheduled to work a minimum of twenty-four (24) regular hours or more per week. It is understood and agreed that said employee must be available to work all regular hours **up** to and including forty (40) regular hours within any week, failing which said employee shall have his status of full-time employee changed to that of part-time employee.
- (c) (99) "Part-time employee" means **an** employee working in a position covered under Schedule "A" or Appendix "A" of this Collective Agreement and who **is** normally scheduled to work less than twenty-four (24) hours per week and whose schedule can be altered from week to week and/or an employee who has his status modified as per clause 2.1 (b).

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

- (I) when his regular hours worked have, after the fact, resulted in a minimum average of twenty-four (24) hours per week for the previous six (6) continuous months in the same classification within the same Department;
or
- (II) when he was successful in his bid on a full-time position save and except if said full-time position is deemed to be of a temporary nature,

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

In the application of this clause, hours worked in replacement of authorized vacation, leave of absence, sickness and maternity/parental leave will not be included in the computation of (I) above.

2.1 (cont'd)

- (d) (05) "**Part-time employee list "B"**" means the list of part-time employees working in the Banquets Department and who are scheduled to handle surplus work. They shall be governed by Appendix "A" of this Agreement
- "**Part-time employee list "A"**" means the capped list of part-time employees as described in Appendix "A".
- (e) "**Company**" means Fairmont Château Laurier.
- (f) (96) "**Union**" means the Canadian Automobile, Aerospace Transportation and General Workers Union of Canada (CAW-Canada), Local 4270.
- (g) "**Scheduled position**" means a position coming within the scope of this Agreement.
- (h) (99) "**Excepted position**" means a position which is excluded from the scope of this Agreement.
- (i) (99) "**Qualifications**" means the required ability to perform the duties of a position.
- (j) (99) "**Qualified employee**" shall mean an employee possessing all qualifications defined in (i) above.
- (k) (91) "**Work week**" shall be defined as starting at 0:01 hr on Friday and ending at 24:00 hr on the following Thursday.
- (l) (96) "**Lay-off**" means an interruption of work for a period of seven (7) consecutive days or more.
- (m) (96) "**Abolishment of a position**" means the elimination of the position which an employee occupies and not only a modification in the job tasks performed or assigned to the employee within his position.
- (n) (02) Personnel from Agencies shall not be considered as employees of the Company. It is agreed that the provisions of Appendix "A", 3- (c) iv) and 9- (a) shall apply to Personnel from Agencies.

Article 3 - Deduction of Dues

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

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

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

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

- 3.3 Employees filling excepted positions shall be exempted from dues deduction.
- 3.4 (96) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 3.5 Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service in a scheduled position.
- 3.6 (93) If the wages of an employee payable on a pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made **from** the wages **of** such employee by the Company in such pay period. The Company shall not, because the employee did not have sufficient wages payable to him on any pay period, carry forward and deduct from any subsequent wages the dues not deducted in **an** earlier pay period.
- 3.7 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

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- 3.8 (96) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Union no later than fifteen (15) calendar days into the following month.
- 3.9 (96) The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee within a mutually agreed payment schedule. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer or officers of the Union.
- 3.10 (96) The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Agreement shall be **left** in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- 3.11 (96) In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence, except that **if** at the request of the Union counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

Article 4 - Seniority

- 4.1 (99) One seniority list for full-time employees and one seniority list for part-time employees shall be maintained for each Group mentioned in Schedule "A" or Appendix "A" hereto. The name of a person or an employee shall be placed on the appropriate seniority list for a Group immediately upon being employed on a scheduled position within that Group. In the application of seniority, employees covered by Appendix "A" shall be considered as a Group.
- 4.2 (05) A seniority list for each seniority Group, one (1) for full-time employees and one (1) for part-time employees, shall be posted by the Company on May 1st and on November 1st of each year. Such lists shall show for each employee: the name, position and date from which seniority is accumulated. The Company shall furnish the Accredited Representative and the Local Chairperson of the Union copies of each list. The seniority list, on its posting date, shall be explained by the Department Head to the employees whose names appear on it and who are working in said Department. For the Banquets Department, there shall be one list for full-time employees, one for list "A" employees and one (1) for list "B" employees. If an employee is absent on the date of the posting, Management shall explain this list to said employee on or about his first day of actual return to work.
- 4.3 a) (02) Following the application of clause 4.9, should a full-time employee's status be changed to that of a part-time employee, said employee's seniority shall be retained on the full-time seniority list, and the employee shall be slotted into the part-time seniority list and will continue to accumulate seniority therein. When the employee is subsequently returned to his previous full-time position, he shall have his seniority transferred to the full-time seniority list.
- b) (02) If, following the application of clause 2.1 b), a full-time employee's status is changed to that of a part-time employee, said employee's seniority shall be retained on the full-time seniority list and the employee shall be inserted at the bottom of the part-time seniority list and he shall start to accumulate seniority thereof.

Should said employee be awarded a full-time position in his previous group, for which he holds seniority, he shall be re-slotted with his full-time seniority held prior to being moved to the part-time seniority list. The accumulated part-time seniority shall be retained on the part-time seniority list.

4.3 (cont'd)

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

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

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

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

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

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

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

- 4.7** Lay-off situations shall be governed by all of Part XII of the Ontario Employment Standards Act, and the Company shall furnish up-dated copies to the Executive Officers and said copy shall be posted on the bulletin board.

- 4.8 (96) When reducing forces through lay-off or abolishment of a position, senior qualified employees will be permitted to exercise their seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee within their respective Group.
- 4.9 (99) **An** employee who is laid-off, displaced or whose position is abolished shall, provided he has completed his probationary period and has the qualifications to perform the work, exercise his seniority in the following manner:
- (a) within his present classification, failing which,
 - (b) within his present Group, failing which,
 - (c) within his previous seniority Group, failing which,
 - (d) may exercise his seniority within any other Group covered under Schedule "A"
or
hold himself available for part-time employment,
or
take a lay-off^s.

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

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

- 4.10 When an employee is on a leave of absence or vacation granted by the Company on the date of his displacement or the abolition of his position, the time limits established in Article 4.9 shall apply from the date of his return to work.
- 4.11 To be eligible for recall, a laid-off employee must keep the Director, Human Resources or his representative informed of his current address.
- 4.12 Notwithstanding the provisions of clause 4.13, a laid-off employee who fails to report for duty after receiving notification by registered letter, with copy to be forwarded to the Local Chairperson, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of the date of such notification, shall forfeit his seniority rights and his name shall be removed from the seniority list.

- 4.13 (93) A laid-off employee who is otherwise employed outside of the bargaining unit at the time of recall may, without loss of seniority, refuse recall to a position within **his** classification of less than ninety (90) days' duration, or a position outside **his** classification for any duration, provided that another junior qualified laid-off employee is available. An employee who, as a result of the application of the present clause, **has** refused a recall shall not be entitled to submit a grievance following the recall **of** another employee.
- 4.14 All full-time employees shall be considered senior to any part-time employees when permanent vacancies or positions are bulletined in accordance with the provisions **of** Article 5.
- 4.15 (91) A laid-off employee having the qualifications shall be given preference **of** employment in filling new positions or vacancies in other than his own seniority **Group** when no qualified laid-off employee is available in such **Group**. **An** employee engaged under this Article in another seniority **Group** will accumulate seniority in such **Group** only from the date he starts work therein.
- 4.16 (91) Seniority rights relating to part-time employees shall be as follows:
- (a) **A** part-time qualified employee shall be given preference to full-time vacancies **or** positions arising in his department over part-time employees in other departments.
 - (b) A part-time employee taking such vacancy will accumulate full-time seniority within the **Group** only from the date he started work therein. Said employee shall retain his part-time seniority until such time as he subsequently exercises his seniority to another full-time position in another seniority **Group**.
- 4.17 A part-time employee having been given at least twenty-four (24) hours' notice of employment who refuses two (2) consecutive calls without bona fide reasons shall forfeit his seniority.

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

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

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

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

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

Article 5 - Bulletining of Positions

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

5.2 (91) In the case of a vacancy whether of an established or new position of more than fifteen (15) working days anticipated duration, the following procedure shall apply:

- (a) the vacancy shall be made known to all employees in the Group by posting a notice, in advance, and in any event not less than five (5) calendar days;
- (b) the position(s) remaining unfilled shall be bulletined to all hotel employees.

It is understood that bulletining of the vacancies as stated in a) or b) above may proceed at the same time.

Any bulletining shall be prominently displayed on a board made accessible to all employees concerned for not less than five (5) calendar days.

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

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

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

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

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

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

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

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

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

5.5 Each notice posted or bulletined shall show:

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

* Shall only be shown on bulletin when known.

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

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

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

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

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

5.8 (02) **An** employee will not be allowed to accumulate seniority in more than one (1) Group at the same time. Seniority may therefore be accumulated in the seniority Group in which the employee transferred and he shall retain his seniority in the immediate seniority Group from which he transferred.

- 5.9 (02) Upon the expiration of a temporary assignment, an employee so assigned shall be returned to his regularly assigned position without loss of seniority.
- 5.10 (02) An employee who is appointed to a position in accordance with the provision of clause 5.1 will receive a full explanation and will be shown the duties of the position, and he must demonstrate his ability to satisfactorily perform the work within a reasonable trial period of up to thirty (30) working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his ability to satisfactorily perform the work, the employee shall be returned to his former position without loss of seniority.
- 5.11 **An** employee returning to his former position from a leave of absence or vacation may, within five **(5)** calendar days, exercise his seniority rights to any vacancy posted or bulletined during his leave of absence or vacation, provided he has the qualifications to perform the work.
- 5.12 (96) Notwithstanding the provisions of clauses 4.18 and 5.4, should the Company contemplate a reduction of a regular shift from eight (8) hours to not less than **six (6)** hours per day and forty (40) hours to not less than thirty (30) hours per week within a classification within a department, the Company shall ensure that such reduction shall first, when feasible and practicable as per business requirements, affect employees in reverse order of seniority.
- 5.13 Temporary positions and temporary vacancies of known duration for more than sixty (60) working days shall **be** filled as provided for in this Article.

Article 6 - Hours of Work

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

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

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

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

- 6.4 (05) Effective on the date of the signing of this Agreement, all employees, excluding those working in the Banquets Department, and who are required to work a split shift, shall be compensated by means of a differential amounting to four dollars (\$4.00) per day.

Said four dollars (\$4.00) shall be modified as follows:

- On the date of the signing of the new Collective Agreement, it shall be increased to four dollars and twenty-five cents (\$4.25).
- On January 1st, 2006, it shall be increased to four dollars and fifty cents (\$4.50).
- On January 1st, 2007, it shall be increased to four dollars and seventy-five cents (\$4.75).

- 6.5 (a) (05) When a meal period is allowed on an assignment, it shall not be for less than thirty (30) minutes nor shall it be for more than one (1) hour, and it will be assigned no sooner than one (1) hour after the beginning of the shift and before the six (6') hour, with the exception of Servers in Group 8.
- (b) (05) The supervisor will ensure that all employees have the opportunity to take their meal period.

- 6.6 **An** employee shall not be assigned a meal period between 10:00 p.m. and 6:00 a.m., except by mutual arrangement between his supervisory officer and the Local Chairperson. However, the Company shall supply a free meal and the provisions of clause 6.7 shall apply.
- 6.7 The Company may establish daily assignments of six (6) consecutive hours or more without a meal period provided, however, that in such case, a twenty (20) minute eating period is granted without deduction from pay.
- 6.8 (02) The starting time of a full-time employee shall be the same, as far as possible, on all days of the week and the regular starting time shall not be changed without at least thirty-six (36) hours verbal notice to the employee affected subject, however, to the provisions of clause 5.4. If the required thirty-six (36) hour notice is not given, the employee affected shall be paid one and one-half times his hourly rate for the first shift of the next assignment and his hourly rate thereafter until the completion of his assignment.

Notwithstanding the above, a twelve (12) hour verbal notice will be required for **an** employee of the Housekeeping Department.

- 6.9 Subject to clause 6.8, where there are positions of the same occupational classification which require employees to work on different assigned hours in a day, it will be permissible, under a mutual agreement between the Company and the Local Chairperson, to work alternate shifts, changing from one shift to another.
- 6.10 (02) Part-time employees who are required to work and who report for duty will be provided with **four (4)** hours' pay for which four **(4)** hours' work may be required.
- 6.11 (02) **An** employee reporting for duty on his assigned shift shall be paid for his full assignment, unless he lays off on his own accord.
- 6.12 (96) Work week schedules for the following week's work shall be posted in each department by Monday four p.m. (16h00), but in any event no later than noon (12h00) on Tuesday, for the work week starting the following Friday and ending the Thursday thereafter. **A** copy of same shall be available in the Human Resources Office for the use of the Local Chairperson.

- 6.13 (99) However, these provisions must in no way be interpreted as a weekly or daily guarantee of hours of work or days of work. In each Department, within each classification, and with due regard to fluctuating business demands, available regular hours of work shall be assigned by seniority to qualified employees starting with the longest weekly scheduled shift in the following order:
- (a) (05) Full-time employee, holding a position with unknown hours of assignment or assigned days-off as per the provisions of article 5.5, up to and including forty (40) regular hours in any work week;
 - (b) (02) Part-time employee, **up** to forty (40) regular hours in any work week and in order of seniority. **A** part-time employee cannot refuse the first twenty-four (24) regular hours. An employee who refuses regular hours in excess of twenty-four (24) shall not be entitled to grieve the loss of such hours of work.

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

- 6.14 (96) **An** employee who reports late for an assignment will be deducted in fifteen (15) minute increments, i.e. if more than seven (7) minutes but less than twenty-two (22) minutes the deduction will be fifteen (15) minutes.
- 6.15 (96) Employees shall be allowed two (2) fifteen-minute (15) coffee breaks each working day, one (1) during the first four (4) hours of their assignment and one (1) during the second four (4) hours of their assignment. Employees with an assignment of four (4) hours shall be allowed only one (1) coffee break per day. Coffee breaks shall be assigned with due regard for the demands of the service of the Hotel.
- 6.16 (99) In each Department, within each classification, following the posting of the work week schedule, available regular hours of work shall be offered by seniority to a qualified employee who has been scheduled to work less than forty (40) regular hours within said week. Said employee shall have the option of refusing those additional regular hours provided a junior qualified employee is available to perform said additional hours of work at his regular wage. It is agreed that the above will not apply to regular days off awarded under the provisions of clauses 5.5 or 8.1 unless mutually agreed between the employee and his supervisor.

An employee who refuses such additional regular hours shall not be entitled to grieve the loss of such hours of work.

Article 7 - Overtime and Calls

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

7.2 Time worked by full-time employees in excess of the regularly-assigned hours shall be paid at the employee's straight time hourly rate when such excess time is due to:

(a) the application of seniority provisions;

or

(b) changing shifts provided that such changing shifts are arranged by mutual agreement.

7.3 (05)

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

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

7.3 (cont'd)

(b) Notwithstanding the provision of (a) herein, the following shall apply in the Housekeeping Department :

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

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

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

7.5 A regularly-assigned full-time employee who is notified or called to perform work not continuous with, before or after his regularly-assigned hours, shall be allowed: a minimum of four (4) hours at one and one-half times his hourly rate for four (4) hours of work or less and, if held on duty in excess of four (4) hours, compensation on the minute basis at one and one-half times his hourly rate.

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

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

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

Article 8 - Assigned Days Off Duty

- 8.1 (99) With the exception of employees covered under Appendix "A", a full-time employee who has not been assigned regular days off, as stated in clause 5.5 (e), shall be assigned two (2) days off duty each week, and a part-time employee one (1) day off duty each week, with preference to be given on the basis of seniority within the department. Such assigned days off shall, as far as practicable, be consecutive.
- 8.2 (99) When, in the opinion of the Company, it is impracticable to grant to any employee, as stated in clause 8.1 above, consecutive days off duty each week, the situation shall be discussed with the Local Chairperson for the purpose of reaching a mutual agreement on the assignment of non-consecutive days off or other suitable arrangements.
- 8.3 (99) Failing such mutual agreement, as stated in clause 8.2, the Company may establish an assignment with non-consecutive days off provided, however, that when more than one (1) position is affected, such assignments shall be applied first in reverse order of seniority.
- 8.4 (93) The establishment of an assignment with non-consecutive days off, as provided for in clause 8.3, may properly be the subject of a grievance under Article 14 of this Agreement; and, in that event, the Company will be required to show that, without such assignment, the employment of additional staff would be necessary or required services could not be performed.
- 8.5 (99) **An** employee covered by the main body of this Agreement who **is** required to work on his scheduled days off duty shall be paid for his work on such days on the minute basis at one and one-half times his hourly rate, with a minimum of four (4) hours for which four (4) hours' service may be required.

Article 9 - Probationary Period

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

Article 10 - Rates of Pay

- 10.1 (a) Subject to all the provisions of this Agreement, the rates of pay set out in Schedule "A" hereto shall apply with respect to all employees during the term of this Agreement. Payment of employees may be by cash, by cheque or by automatic pay deposit at the option of the Company.
- (b) (02) The starting rate for all newly hired employees shall be:
- for the first three (3) months of employment, ten percent (10%) less than the applicable classification wage rate,
 - for the following three (3) months of employment, five percent (5%) less than the applicable classification wage rate.
- 10.2 (93) **An** employee temporarily assigned to a higher-rated position for one (1) hour or more in any day shall receive the higher rate during such temporary assignment. **A** temporary assignment to a higher-rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute **a** temporary assignment to a higher-rated position.
- 10.3 **An** employee temporarily assigned to a lower-rated position shall not have his rate reduced.
- 10.4 (99) The rates of pay for new scheduled positions shall be in conformity with the rates of pay for scheduled positions of similar kind or class.

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

- 10.5 (05) No change shall be made in the agreed hourly rate of pay for an individual scheduled position where duties and responsibilities are relatively similar to those in the respective Group. However, where an employee's duties and responsibilities are increased over those in the Group, or where the demand in the labour market justifies an increase in the rate of pay for a particular classification, a higher rate may be established and paid by the Company with the approval, in advance, of the Accredited Representative who shall be kept advised of any such proposed increases.

Article 11 - Public Holidays (02)

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

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

Effective January 1st, 1986, one floating statutory holiday is to be added and may be taken following an agreement between the employee and his supervisor, in one (1) day or in two (2) half-days. Should Heritage Day become legislated by the Ontario Government, it will replace the above-said floating statutory holiday.

11.2 (02) To be eligible for a public holiday with pay, a full-time or a part-time employee must complete thirty (30) days of employment and render a minimum of at least twelve (12) days during the four (4) weeks immediately preceding a public holiday, and must work the last scheduled day before and the first scheduled day following the public holiday. **An** employee absent on account of vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application of this Article.

An employee who is not eligible, as stated herein, shall only be entitled to public holidays in accordance with the provisions and applications of the Employment Standards Act of the Province of Ontario.

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

11.4 (a) (02) **An** employee who is required to work on a public holiday for which he is qualified for public holiday pay, in accordance with clause 11.2, shall be given at least forty-eight (48) hours' notice and will be granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment within either the sixty (60) days preceding or the sixty (60) days following the public holiday and, as far as practicable, such day off will be consecutive with a regularly assigned day off.

(b) (02) Starting January 1st 2003, an employee required to work on the following public holidays and for which he is qualified for in accordance with clause 11.2 :

New Year's Day	Canada Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Christmas Day	Boxing Day

shall receive one and one-half (1 ½) times his regular rate of pay for work performed, and shall be granted one (1) day off in lieu thereof with pay at his hourly rate for the number of hours constituting his regular assignment within either the sixty (60) days preceding or the sixty (60) days following the public holiday and, as far as practicable, such day off will be consecutive with a regularly assigned day off.

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

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

Article 12 - Vacations

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

12.2 (99) **An** employee, who has less than five (5) years' continuous employment relationship, but who has had thirty (30) calendar days' or more continuous employment relationship, shall be allowed one (1) working day's vacation with pay for each twenty-five (25) working days' cumulative service or major portion thereof during the preceding calendar year, with a maximum of ten (10) working days, until qualifying for further vacation under clause 12.2.

(02) Effective January 1st, 2003, an employee, who has less than five (5) years' continuous employment relationship, but who has had thirty (30) calendar days' or more continuous employment relationship, shall be allowed one (1) working day's vacation **for** each twenty-five (25) working days' cumulative service or major portion thereof during the preceding calendar year, with a maximum of ten (10) working days, until qualifying for further vacation under clause 12.3. The vacation pay shall be calculated at the greater of his present rate or four percent (4%) of earnings for the year ending December 31st.

12.3 (99) **An** employee who has maintained a continuous employment relationship for at least five (5) years and has completed one thousand two hundred and fifty (1,250) working days' cumulative service shall be allowed fifteen (15) working days' vacation with pay during such year, and in subsequent years shall be allowed one (1) working day's vacation with pay for each sixteen and two-thirds (16-2/3) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days, until qualifying for further vacation under clause 12.4.

(02) Effective January 1st, 2003, an employee who has maintained a continuous employment relationship for at least five (5) years shall be allowed one (1) working day's vacation for each sixteen and two-thirds (16-2/3) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum **of** fifteen (15) working days, until qualifying for further vacation under clause 12.4. The vacation pay shall be calculated at the greater of his present rate or six (6%) percent of earnings for the year ending December 31st.

12.4 **An** employee who has maintained a continuous employment relationship for at least eleven (11) years and has completed two thousand seven hundred and fifty (2,750) working days' cumulative service shall be allowed twenty (20) working days' vacation with pay during such year and, in subsequent years, shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12-1/2) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty (20) working days, until qualifying for further vacation under clause 12.5.

(02) Effective January 1st, 2003, an employee who has maintained a continuous employment relationship for at least ten (10) years shall be allowed one (1) working day's vacation with pay for each twelve and one-half (12-1/2) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty (20) working days, until qualifying for further vacation under clause 12.5. The vacation pay shall be calculated at the greater of his present rate or eight (8%) percent of earnings for the year ending December 31st.

12.5 **An** employee who has maintained a continuous employment relationship for at least twenty-two (22) years and has rendered at least five thousand five hundred (5,500) working days' cumulative service shall be allowed twenty-five (25) working days' vacation with pay during such year and in subsequent years shall be allowed one (1) working day's vacation with pay for each ten (10) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days.

(02) Effective January 1st, 2003, an employee who has maintained a continuous employment relationship for at least twenty-one (21) years shall be allowed one (1) working day's vacation for each ten (10) working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days. The vacation pay shall be calculated at the greater of his present rate or at 10% of earnings for the year ending December 31st.

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

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

12.8 (99) Provided an employee has been gainfully employed at the Hotel during the calendar year, time off duty on account of bona fide illness, injury, to attend committee meetings, to attend conference/meeting or seminar given by and/or organized by the CAW National office, called to court as a witness, or for jury duty, not exceeding a total of fifty (50) working days in any calendar year, shall be included in the computation of service for vacation purposes.

- 12.9 (99) **An** employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.
- 12.10 (99) **An** employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in clauses 12.2, 12.3, 12.4 and 12.5 and, if not granted, will be allowed pay in lieu thereof.
- 12.11 (05) A full-time employee who is laid off may, upon being notified of such lay-off, elect, in writing, to take his unused current vacation due to him, and which were accumulated in the previous year and not taken, failing which he shall be paid for any vacation due to him at the beginning of the subsequent calendar year. Part-time employees shall be governed by the provisions of clause 12.20.
- 12.12 (99) **An** individual who (a) leaves the service of his own accord, or (b) is dismissed for cause and not reinstated in his former seniority standing within two (2) years of the date of such dismissal, will, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in clauses 12.2, 12.3, 12.4 and 12.5.
- 12.13 (99) **An** employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 12.14 (02) Applications for annual vacations from employees shall be filed as early as possible in January but in any event not later than March 15th.
- 12.15 (02) Applications filed prior to March 15th, insofar as it is practicable to do so, will be allotted vacation during the summer season in order of seniority of applicants. Vacations, if authorized by the officer in charge, may be split as departmentally arranged. Applicants will be advised in April of dates allotted to them and, unless otherwise mutually agreed, employees must take their vacation at the time allotted. The vacation schedule will be posted in each Department in April.
- (05) Ten percent (10%) rounded up to the higher decimal, of the Bargaining Unit employees in each Department, but not less than one (1), will be allowed to take their vacations at any one (1) time, during the period covering June 1st to August 31st of each calendar year.
- 12.16 (99) Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 15th shall be required to take their vacation at a time prescribed by the Company. Vacation credits shall not be accumulated from one year to the next.

- 12.17 (99) The officer in charge and the recognized representative of the employee will, as far as practicable, make mutual arrangements to carry on the work while members of **the** staff are on vacation, with the object of avoiding additional expenses to the Company. If this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another to provide vacation relief will, if definitely assigned to fulfil the duties and responsibilities of a higher-rated position, **be** paid the scheduled rate applicable to such position.
- 12.18 (99) An employee required to work on his scheduled vacation dates shall **be** given at least fifteen(15) days' advance notice and will be paid overtime rate for all work performed during his scheduled vacation dates, and will be granted vacation with pay to which he is entitled at a later date. This is understood to be voluntary only.
- 12.19 (99) The Local Chairperson shall be given a copy of the proposed vacation schedule for each department prior to the application of the employees for their annual vacation. The Local Chairperson may recommend changes for consideration.
- 12.20 (02) Part-time employees shall receive four percent (**4%**) of total wages earned in the current year, payable with the last pay period of said current year. At the start of the new year, a part-time employee may elect to apply the provisions of clause 12.15 to take time off as vacation, failing which, time not worked during the year will be deemed to have been taken **as** vacation time off,
- 12.21 (02) For the purpose of this Article, "total wages earned in the previous calendar year" shall mean regular hours and overtime hours worked and paid in the immediate preceding calendar year.

Article 13 - Leave of Absence

- 13.1 (93) Employees requesting a leave of absence shall make a written application at least two (2) weeks in advance to their Department Head. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months. Such leave of absence shall be granted in writing.
- 13.2 **A** leave of absence may be extended in writing by the Company upon application in writing from the employee, provided such application is made in ample time to permit extension before the expiration of the leave of absence.
- 13.3 **An** employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his seniority and his name will be removed from the seniority list.
- 13.4 (02) Absolute proof of illness or of circumstances beyond the employee's control preventing return prior to the expiration of a leave of absence shall excuse an employee's failure to return at that time. Said proof shall be supplied to the Company prior to the expiration date of such leave of absence unless physically incapacitated to do so. It will be the employee's responsibility to furnish the Company with reasonable evidence of the circumstances.
- 13.5 (93) **A** leave of absence under this Article will not be granted to employees for the purpose of engaging in work outside of the Company's service, unless mutually agreed between the Director, Human Resources and the Local Chairperson. **A** leave of absence obtained under false pretences shall be cause for discharge.
- 13.6 (96) **An** employee elected or appointed as a salaried representative of the Union, in accordance with its constitution, shall be granted a leave of absence without pay and benefits while so engaged. It is agreed that benefits (excluding weekly indemnity) may be maintained for a period of three (3) months provided that the employee pays the total monthly premium.
- 13.7 (99) Upon written request of the National Representative and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted a leave of absence without pay for that purpose. **As** much advance notice as possible will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.
- 13.8 (91) The name of an employee who is on authorized leave of absence shall be retained on the seniority list of the seniority Group in which he has established seniority rights.
- 13.9 Upon return from a leave of absence, an employee shall resume his former position or may exercise his seniority rights as provided in clause 5.11.

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

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

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

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

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

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

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

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

Article 14 - Grievance Procedure

- 14.1 (a) When an employee believes he has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with, his grievance shall be dealt with in the following manner:

Step #1

(99) The employee having a grievance must present the grievance either orally or in writing within five (5) calendar days, excluding Public Holidays, Saturdays or Sundays, of its occurrence (or within five (5) calendar days from the date on which the cause of the grievance was discovered, if the circumstances of the case made it impossible for the employee or Union, as the case may be, to know that there were grounds for a grievance) to the Department Head or his representative who shall give his decision to the employee within five (5) calendar days, excluding Public Holidays, Saturdays or Sundays, after receipt of the grievance. The employee may present his grievance with a representative of the Union.

Step #2

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

Step #3

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

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

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

- 14.3 (99) The following special procedures shall be applicable to an employee subject to a suspension or discharge:
An employee subject to a suspension or discharge shall be informed of same as soon **as** the offense becomes known to Management and shall receive an impartial hearing within three (3) days of Management's knowledge of the offense, excluding holidays **and** weekends. He may be held out of service for investigation (not exceeding three (3) days). The employee and his representative shall be given a complete outline **of** the charges against him at least twenty-four (24) hours prior to the hearing, unless otherwise mutually agreed in writing. At the employee's or his Union Representative's request; all known evidence will be shown for information purpose by the Director, Human Resources or his representative at least twenty-four (24) hours or at another mutually agreed time prior to the hearing. Should the employee be absent or not scheduled to work, and cannot be given a complete outline of the charges against him at least twenty-four (24) hours in advance, i.e. cannot be reached, then notice to the Local Chairperson or his representative shall suffice.
- Should the employee not be contacted by the Local Chairperson, provisions **of** clause 14.6 on time limits will apply by mutual agreement so that the employee's right to **an** impartial hearing will not be jeopardized. The outline shall also include the date, place and time of hearing. At the hearing, Management shall present all evidence **and/or** witnesses to support their charges, and the employee may present evidence or witnesses to support his case. The employee shall be represented by a local Union Representative **and/or** National Representative of the Union. Management will render their decision **of** the hearing, in writing, within five (5) days thereafter. If the employee is not satisfied with the decision, he may process his case further, commencing at Step #3 **of** this Article.
- 14.4 Either party to this Agreement who violates the time limits provided herein, or fails to request an extension of the time limits as provided in clause 14.6 will, without establishing a precedent for the future, be considered as having yielded the grievance **and** must concede the case to the other party.
- 14.5 The time limits set forth in clause 14.1 will apply equally to grievances originating with the Company.
- 14.6 The time limits as provided herein may be extended by mutual agreement.
- 14.7 (99) The employee will be given a copy of any complaint **and/or** written corrective action (not verbal notes to file) placed on his file which, upon request, may be reviewed by the employee in question along with, if he so desires, the Local Chairperson. The employee or his Union Representative must sign his file copy to acknowledge receipt.

- 14.8 (02) No offence dating back to more than eighteen (18) months can be invoked afterwards if no offence of the same nature has occurred during the same period.
- 14.9 (05) In the event that an officer of the Company has a formal meeting with an employee concerning a situation/incident, which may result in a written corrective action for said employee, the Company will offer the employee the presence of his departmental Shop Steward or, in his absence, the Local Chairperson. Should the employee not wish to have Union representation, the employee must sign a waiver to that effect.

Article 15 - Arbitration Procedure

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

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

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

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

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

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

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

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

Article 16 - Training

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

Training during normal working hours :

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

(02) Training outside normal working hours :

An employee required by the Company to take training outside his normal working hours will be compensated at his regular rate of pay while in training.

(02) Training on Regularly Assigned Days Off :

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

Voluntary training :

Where training facilities are provided by the Company on a voluntary basis, **an** employee taking advantage of such training will not be compensated.

- 16.2 (02) Co-op students will be allowed to work from time to time for the purpose of attaining skills in hotel business. They are to be in addition to present **employee(s)** in a classification and will not be working in a position by themselves without supervision. It is understood that, when a co-op student is assigned to work in a unionized position, it will be with a unionized employee.
- 16.3 (02) **An** employee required by the Company to act as a trainer will receive a premium of fifty cents (\$0.50), in addition to his hourly rate of pay, for all hours assigned to training other **employee(s)**.
(05) Said premium shall, effective January 1st, 2006, be increased to seventy-five cents (\$0.75).

Article 17 - Attending Court

- 17.1 **An** employee who loses time by being required, in a case in which the **Company** is involved, to attend court or coroner's inquest, or to appear as a witness, shall be paid for time so lost. If no time is lost, such employee shall be paid for actual time held, with a minimum of two (2) hours at one and one-half times his hourly rate.
- 17.2 (99) **An** employee who has at least one (1) year of continuous service with Fairmont Château Laurier, who is called for jury duty and/or subpoenaed as a witness, other than as the accused, shall be granted leave of absence for any day on which he reports for such jury or witness duty, one time during the life of this Collective Agreement. Should the employee receive jury duty or witness pay, he shall be reimbursed an amount to ensure no loss in regular pay only upon providing the Company the documentation attesting to such.

Article 18 - Rehabilitation

- 18.1 (91) When mutually agreed between the proper officer of the Company and the Accredited Representative and/or Local Chairperson, an employee who has become unfit to follow his usual occupation may be placed in a position covered by this Agreement and which he is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him. An employee placed in another seniority Group will accumulate seniority in such Group from the date he starts work therein.
- 18.2 In dealing with incapacitated employees, seniority (so determined by service under this Agreement) shall govern with respect to preference of shift and employment.
- 18.3 (93) **An** employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee, so long as he remains in such position. Should he subsequently recuperate, he shall return to the original position he held in the seniority Group from which he came with his former seniority standing. If said position has been abolished, he may exercise his seniority right in accordance with the provisions of clause 4.9.
- 18.4 (99) The Company shall exchange with the National Representative and/or Local Chairperson full particulars of each case subject to the rules of this Article prior to an appointment being made.

Article 19 - Health and Benefits

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

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

- Life Insurance: (99) coverage shall be at \$35,000.
- Life Insurance at retirement: (99) coverage shall be at \$5,000.
- Accidental Death & Dismemberment: (99) principal sum coverage shall be at \$35,000.
- Weekly Indemnity:
 - (99) Non-gratuity earners = 70% of your regular weekly earnings, for **up** to 26 weeks (formula 1/1/4, 15/15/11) up to the maximum of your weekly insurable earnings as defined by the Employment Insurance Act.
 - (99) Gratuity earners =
 - a) for those employees for whom the Employer does not include gratuity on their pay cheque for legislated taxes purposes: 75% of your regular weekly earnings, excluding tips and gratuities, for up to 26 weeks (formula 1/1/4, 15/15/11) **up** to the maximum of your weekly insurable earnings as defined by the Employment Insurance Act.
or
 - b) for those employees for whom the Employer does include gratuity on their pay cheque for legislated taxes purposes: weekly income benefit is calculated at 70% of your regular weekly earnings, excluding tips and gratuities, but in no event will this amount be less than the % of your weekly insurable earnings **as** defined under the Employment Insurance Act of Canada.

Furthermore, effective January 1st, 2007, the weekly indemnity payment shall **be** capped at a maximum of five hundred dollars (\$500.00).

19.1 (cont'd)

- Supplementary Medical Benefits,
 - (99) said benefit shall provide for hearing aid coverage at \$500/5years.

- Dental Benefits.
 - (05) coverage shall be at a maximum of \$1,300.00 per year, per employee and/or dependent covered under the plan.
 - Year 2 – Increase to \$1,400.00
 - Year 3 – Increase to \$1,500.00

- Vision Care:
 - (01) coverage shall be at \$250.00 every 24 months per employee and/or dependent covered under the plan, no deductible.

19.2 (02) The Company shall provide all eligible employees with a copy of the benefits detail sheet of the group policy and as amended thereafter.

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

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

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

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

- 19.5 (a) (02) An employee qualifying for Weekly Indemnity Benefits, as established under the Benefits Plan for Unionized Employees of Fairmont Château Laurier, will receive once per calendar year from the Company the equivalent of three (3) days' wages to compensate for loss of time during the specified three (3) day waiting period.
- (b) (05) Employees who are covered under the Health and Benefits Plan, as stated in this Article, shall accumulate, based on the preceding calendar year, a twenty-four (24) hour paid sick bank calculated on the basis of each six hundred and nine-six (696) regular hours worked equals 8 hours. The accumulated sick bank may be taken in increments of one half (½) day (four (4) hours) or one (1) full day of eight (8) hours. The sick bank will not be cumulative from year to year. For the remainder of year 2005, the Company will add one (1) additional day into the already accumulated sick day bank (i.e. if an employee has 1 day in the bank he will now have 2 days, an employee who has 2 days in the bank will now have 3 days) for eligible employees.

Effective January 1st, 2006, the Company shall, for those employees who are covered under the Health and Benefits Plan, as stated in this Article, on January 1st of each year, create a sick day entitlement list using the number of months of employment in the preceding calendar year. Said entitlement shall be equal to one (1) day of eight (8) hours for each three (3) completed months of continuous employment relationship in said preceding calendar year to a maximum of four (4) days. 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. This sick day entitlement will not be cumulative from year to year.

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

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

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

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

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

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

Article 20 - Miscellaneous

- 20.1 **Service Letters** : The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. **An** employee dismissed or leaving the service with due notice shall, upon request, be given the usual certificate of service and will be paid as soon as possible.
- 20.2 **Locker and Washroom Facilities** :(05) Adequate locker and washroom facilities shall be provided and maintained in clean and sanitary condition by the Company. Specific inspections shall take place in the presence of the employee or his Union Representative, during normal working hours, i.e. from 08:00 to 17:00 hours.
- 20.3 (a) **Uniforms and Work Clothes** :(05) Employees required to wear uniforms shall have same supplied by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company. Hat, coat, outer garments for employees in the Culinary Department will be supplied by the Company free of charge. Where female employees are presently required to wear a **skirt** as part of their uniform, the Company will provide said female employees the option of wearing a skirt or pants.
- (b) (05) Should the Company require an employee occupying a position in the following departments or classifications: Maintenance Department, Culinary Department, Stewarding Department, Banquet Houseperson and Receiver/Storekeeper, to wear safety boots/shoes, and upon receipt of supporting document, the Company will refund one hundred percent (100%) of the cost, **up** to one hundred dollars (\$100.00), once every two (2) years for the purchase of either safety equipment stated herein. Any employee having been **refunded** for said purchase of safety equipment will be required to wear said safety equipment subject to corrective action. Upon recommendation of the Department Head, should the safety boots/shoes be in need of repair or replacement within the two **(2)** years stated herein, the two (2) years shall be replaced by one (1) year.

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

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

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

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

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

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

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

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

- 20.8 (05) Bereavement Pay : In the case of bereavement, an employee having at least six (6) months of seniority shall be allowed five (5) working days' pay during a seven (7) calendar day period immediately following the day of death in the following instances: death of a spouse (by marriage or common law as defined by the Ontario legislation) or of a child. **An** employee shall be allowed three (3) working days' pay on **a** normal working day that occurs during the seven (7) calendar days immediately following the day of death in the following instances: death of father, mother, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The above provisions shall not apply to an employee on vacation, sick leave or leave of absence.

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

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

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

20.10 Employees of the Company in non-scheduled supervisory positions shall not perform or assume the duties of any scheduled position except on an occasional and necessary basis for the purpose of meeting the demands of service and on no account with the purpose or effect of eliminating any scheduled position.

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

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

- (a) A employee having completed six (6) consecutive months, but less than five (5) years, will be entitled to two (2) weeks severance pay. After the completion of a period of employment of five (5) consecutive years, he will be entitled to one (1) additional week for each subsequent completed year of employment.
- (b) Any employee accepting a severance pay is deemed to have resigned from the service of the Company and his name shall be removed from the seniority list. In the event the employee returns to the service of the Company, the employee shall do so on the basis of being a "new" employee and shall therefore establish a new seniority date.
- (c) The herein stated provision shall be deemed to replace the "Severance pay" **as** provided under the Employment Standards Act of Ontario.

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

20.13 (05) The Company will undertake the responsibility for printing the Collective Agreements in English or French, as may be required from time to time, and will absorb the cost of such printing. The Company shall be responsible for the translation of the English version into the French version and shall absorb the full cost.

20.14 (99) Both parties signatory to the Collective Agreement agree to adhere and uphold the "Harassment Prevention Policy" set by Fairmont Hotels & Resorts.

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

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

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

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

Article 21 - Duration of Agreement

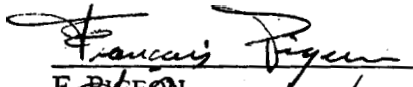
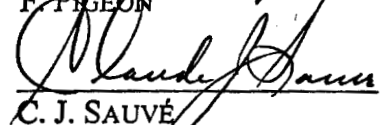
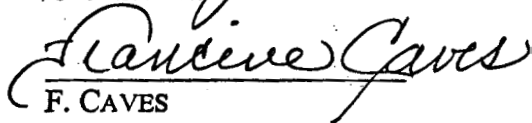
21.1 (05) This Agreement, except as otherwise specified herein, shall become effective **with** the signing of the Collective Agreement and shall remain in force and effect until December 31st, 2007, and thereafter subject to sixty (60) days' notice in writing **from** either party thereto of its desire to revise, amend, or terminate it, which notice may be served at any time subsequent to November 1st, 2007.

Retro-activity:

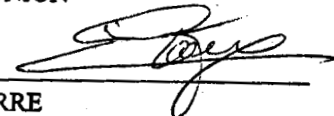
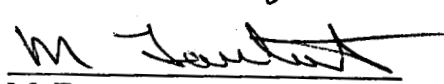
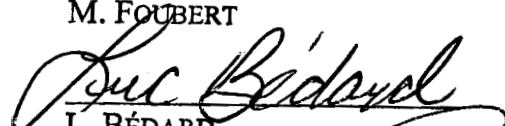
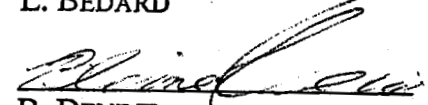
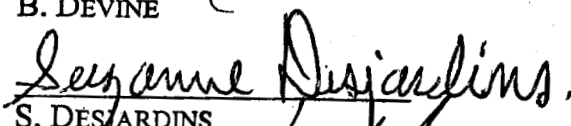
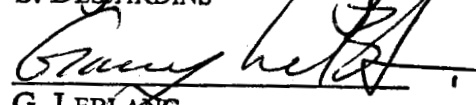
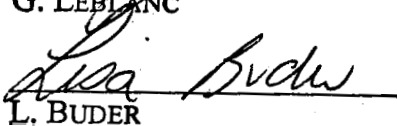
(05) Only employees who are still in the service of the Company on the date of ratification shall be entitled to any amount of increased compensation that may be due for the time paid subsequent to December 31st, 2004.

Signed at Ottawa, Ontario this 7th day of ~~June~~ July 2005.

FOR :
THE COMPANY


F. PIGEON

C. J. SAUVÉ

F. CAVES

FOR :
THE UNION


E. TORRE

M. FOUBERT

L. BÉDARD

B. DEVINE

S. DESJARDINS

G. LEBLANC

L. BUDER

Article 22 - Paid Education Leave (99)

- 22.1 (99) Fairmont Château Laurier 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 Family Education Centre
R.R. #1
Fort Elgin, Ontario, NOH 2C0

- 22.2 (99) Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between Fairmont Château Laurier and the CAW-Canada, Local 4270, 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.

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

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

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

Schedule "A" - Grouping, Department, Classification and Rates of pay
(Hourly rate based on 174 hours per month)

JOB CLASSIFICATION		PRESENT RATE	ADJUSTMENTS 2005-01-01	2005-01-01	ADJUSTMENTS 2006-01-01
GROUP I					
FRONT OFFICE & CLERICAL DEPT.					
0	Senior Front Office Clerk	15.66		16.13	
0	Front Office Clerk	14.56		15.00	
RESERVATION DEPARTMENT					
0	Reservation Co-ordinator	15.74		16.21	
0	Reservation Clerk	13.74		14.15	
TELEPHONE DEPARTMENT					
0	Telephone Operator	13.74		14.15	
0	Night Telephone Operator	14.09		14.51	
0	Telephone Services Co-ordinator	15.74	0.40	16.62	0.40
GROUP II					
SERVICE DEPARTMENT					
1	Head Doorman/Valet	11.13		11.41	
1	Doorman/Valet	10.00		10.25	
1	Bellperson	9.65		9.89	
GROUP III					
HOUSEKEEPING DEPARTMENT					
0	Head Houseperson	14.15		14.57	
0	Houseperson	14.00		14.42	
0	Room Attendant	14.00	0.30	14.73	0.10
0	Lobby/Parlor Attendant	14.00		14.42	
0	Shampoo Person	14.15		14.57	

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

JOB CLASSIFICATION		PRESENT RATE	ADJUSTMENTS 2005-01-01	ADJUSTMENTS 2005-01-01	ADJUSTMENTS 2006-01-01
GROUP IV					
CULINARY DEPARTMENT					
0	Senior Chef de Partie	20.76		21.38	
0	Chef de Partie	20.15		20.75	
0	1 st Cook	18.01		18.55	
0	2 nd Cook	14.69	0.25	15.39	
0	Apprentice Level 1 (*)	15.31		15.77	
0	Apprentice Level 2 (*)	13.51		13.91	
0	Apprentice Level 3 (*)	11.71		12.06	
	(*) To move from Level to Level without posting.				
	(*) The Apprentice rate is to be based on the 1 st Cook rate; Level 1 equal 85%, Level 2 equal 75% and Level 3 equal 65%				
GROUP V					
STORES DEPARTMENT					
0	Purchasing/Storekeeper	15.78		16.25	
0	Receiver/Storekeeper	14.96		15.41	
GROUP VI					
STEWAR DING DEPARTMENT					
0	Head Kitchen Steward	16.05		16.53	
0	Kitchen Steward	14.00		14.42	
0	Silver Burnisher	14.00		14.42	
0	Head Kitchen Attendant	14.48		14.91	
0	Kitchen Attendant	14.00		14.42	
0	Utility Attendant	13.99		14.41	
0	Warewasher	12.96		13.35	
GROUP VII					
HEALTH CLUB DEPARTMENT					
0	Senior Health Club Attendant	14.10		14.52	
0	Health Club Attendant	13.02		13.41	
GROUP VIII (Note #3)					
FOOD & BEVERAGE SERVICE DEPT.					
0	Host/Hostess	14.09		14.44	
1	Server	9.73		9.97	
1	Bartender	11.62		11.97	
1	Busperson	12.67		12.99	
0	Service Bartender	13.08		13.47	
0	Pantry Person	11.11		11.44	

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

JOB CLASSIFICATION		PRESENT RATE	ADJUSTMENTS 2005-01-01	2005-01-01	ADJUSTMENTS 2006-01-01
GROUP IX					
IN ROOM DINING DEPARTMENT					
0	Senior Royal Service Co-ordinator	14.79		15.23	
0	Royal Service Co-ordinator	14.27		14.70	
1	In Room Dining Server	9.73		9.97	
1	Night Royal Service Agent	10.34		10.60	
0	Mini-Bar Attendant	11.64		11.99	
GROUP X					
LAUNDRY DEPARTMENT					
0	Seamstress/Tailor	14.61		15.05	
0	Utility Person	13.09		13.48	
0	Seamstress	12.83		13.21	
0	Presser	12.73		13.11	
GROUP XI					
MAINTENANCE DEPARTMENT					
0	General Mechanic	21.70		22.35	
0	Electrician	21.70	0.50	22.87	0.50
0	Plumber/Steamfitter	21.70	0.50	22.87	0.50
0	French Polisher	20.81		21.43	
0	Carpenter	20.97		21.60	
0	General Maintenance Person	20.00		20.60	
0	Journeyman Painter	20.00		20.60	
0	Maintenance Technician	19.05		19.62	
0	Purchasing/Storekeeper	15.78		16.25	
0	Helper	13.53		13.94	
GROUP XII					
STAFF CAFETERIA DEPARTMENT					
0	Lead Attendant Staff Cafeteria	12.89		13.28	
0	Attendant Staff Cafeteria	12.12		12.48	
GROUP XIII					
PARKING DEPT.					
0	Parking Cashier	13.20	0.17	13.77	
GROUP XIV					
BANQUETS DEPARTMENT					
1	Head Houseperson	13.31		13.64	
1	Houseperson	11.12		12.42	
1	Server/Bartender	9.73		9.97	
1	Captain	10.99		11.26	
GROUP XII					
GOLD FLOOR DEPARTMENT					
0	Gold Floor Attendant	12.51		12.89	

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

JOB CLASSIFICATION	PRESENT RATE	ADJUSTMENTS 2005-01-01	ADJUSTMENTS 2005-01-01	ADJUSTMENTS 2006-01-01
<p>0 =</p> <p>1 =</p> <p>Note #1</p> <p>Note #2</p> <p>Note #3</p>		<p>All increases shall be effective on the first day of the beginning of the pay period closest to the above dates.</p> <p>Starting rate: The starting rate will be as per the provisions stated in clause 10.1.</p> <p>Employees will still be hired for a specific OUTLET and will accumulate seniority only in original OUTLET, but may be scheduled in other F&B OUTLETS in order to maximize hours of work. The provisions of clause 4.18 will only be applicable within the OUTLET said employee was hired for.</p>		

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

JOB CLASSIFICATION		2006-01-01	2006-07-01	2007-01-01	2007-07-01
GROUP I					
FRONT OFFICE & CLERICAL DEPT.					
0	Senior Front Office Clerk	16.37	16.62	16.87	17.12
0	Front Office Clerk	15.22	15.45	15.68	15.92
RESERVATION DEPARTMENT					
0	Reservation Co-ordinator	16.46	16.70	16.95	17.21
0	Reservation Clerk	14.36	14.58	14.80	15.02
TELEPHONE DEPARTMENT					
0	Telephone Operator	14.36	14.58	14.80	15.02
0	Night Telephone Operator	14.73	14.95	15.18	15.40
0	Tel. Services Co-ordinator	17.28	17.54	17.80	18.07
GROUP II					
SERVICE DEPARTMENT					
1	Head Doorperson/Valet	11.55	11.70	11.84	11.99
1	Doorperson/Valet	10.38	10.51	10.64	10.77
1	Bellperson	10.01	10.14	10.27	10.40
GROUP III					
HOUSEKEEPING DEPARTMENT					
0	Head Houseperson	14.79	15.02	15.24	15.47
0	Houseperson	14.64	14.86	15.08	15.30
0	Room Attendant	15.05	15.28	15.51	15.74
0	Lobby/Parlor Attendant	14.64	14.86	15.08	15.30
0	Shampoo Person	14.79	15.02	15.24	15.47
GROUP IV					
CULINARY DEPARTMENT					
0	Senior Chef de Partie	21.70	22.03	22.36	22.69
0	Chef de Partie	21.07	21.38	21.70	22.03
0	1 st Cook	18.83	19.11	19.40	19.69
0	2 nd Cook	15.62	15.85	16.09	16.33
0	Apprentice Level 1 (*)	16.00	16.24	16.49	16.74
0	Apprentice Level 2 (*)	14.12	14.33	14.55	14.77
0	Apprentice Level 3 (*)	12.24	12.42	12.61	12.80
(*) To move from Level to Level without posting.					
(*) The Apprentice rate is to be based on the 1 st Cook rate; Level 1 equal 85%, Level 2 equal 75% and Level 3 equal 65%					

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

JOB CLASSIFICATION		2006-01-01	2006-07-01	2007-01-01	2007-07-01
GROUP V					
STORES DEPARTMENT					
0	Purchasing/Storekeeper	16.50	16.74	17.00	17.25
0	Receiver/Storekeeper	15.64	15.87	16.11	16.35
GROUP VI					
STEWARDSHIP DEPARTMENT					
0	Head Kitchen Steward	16.78	17.03	17.29	17.55
0	Kitchen Steward	14.64	14.86	15.08	15.30
0	Silver Burnisher	14.64	14.86	15.08	15.30
0	Head Kitchen Attendant	15.14	15.37	15.60	15.83
0	Kitchen Attendant	14.64	14.86	15.08	15.30
0	Utility Attendant	14.63	14.85	15.07	15.29
0	Warewasher	13.55	13.75	13.96	14.17
GROUP VII					
HEALTH CLUB DEPARTMENT					
0	Senior Health Club Attendant	14.74	14.96	15.19	15.41
0	Health Club Attendant	13.61	13.82	14.02	14.23
GROUP VIII (Note #3)					
FOOD & BEVERAGE SERVICE DEPT.					
0	Host/Hostess	14.62	14.81	14.99	15.18
1	Server	10.10	10.22	10.35	10.48
1	Bartender	12.15	12.33	12.52	12.70
1	Busperson	13.15	13.31	13.48	13.65
0	Service Bartender	13.67	13.88	14.09	14.30
0	Pantry Person	11.61	11.79	11.97	12.15
GROUP IX					
IN ROOM DINING DEPARTMENT					
0	Senior Royal Service Co-ordinator	15.46	15.69	15.93	16.17
0	Royal Service Co-ordinator	14.92	15.14	15.37	15.60
1	In Room Dining Server	10.10	10.22	10.35	10.48
1	Night Royal Service Agent	10.73	10.87	11.00	11.14
0	Mini-Bar Attendant	12.17	12.35	12.54	12.72
GROUP X					
LAUNDRY DEPARTMENT					
0	Seamstress/Tailor	15.27	15.50	15.74	15.97
0	Utility Person	13.68	13.89	14.10	14.31
0	Seamstress	13.41	13.61	13.82	14.03
0	Presser	13.31	13.51	13.71	13.92

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

JOB CLASSIFICATION		2006-01-01	2006-07-01	2007-01-01	2007-07-01
GROUP XI					
MAINTENANCE DEPARTMENT					
0	General Mechanic	22.69	23.03	23.37	23.70
0	Electrician	23.72	24.07	24.43	24.80
0	Plumber/Steamfitter	23.72	24.07	24.43	24.80
0	French Polisher	21.76	22.08	22.41	22.74
0	Carpenter	21.92	22.25	22.59	22.92
0	General Maintenance Person	20.91	21.22	21.54	21.86
0	Journeyman Painter	20.91	21.22	21.54	21.86
0	Maintenance Technician	19.92	20.21	20.52	20.83
0	Purchasing/Storekeeper	16.50	16.74	17.00	17.25
0	Helper	14.14	14.36	14.57	14.79
GROUP XII					
STAFF CAFETERIA DEPARTMENT					
0	Lead Hand Staff Cafeteria	13.48	13.68	13.88	14.09
0	Attendant Staff Cafeteria	12.67	12.86	13.05	13.25
GROUP XIII					
PARKING DEPARTMENT					
0	Parking Cashier	13.98	14.19	14.40	14.62
GROUP XIV					
BANQUETS DEPARTMENT					
1	Head Houseperson	13.81	13.99	14.16	14.34
1	Houseperson,	12.58	12.74	12.89	13.06
1	Server/Bartender	10.10	10.22	10.35	10.48
1	Captain	11.41	11.55	11.69	11.84
GROUP XV					
GOLD FLOOR DEPARTMENT					
0	Gold Floor Attendant	13.08	13.27	13.47	13.68
	0 =	Non-gratuity classification			
	1 =				
	Note #1	All increases shall be effective on the first day of the beginning of the pay period closest to the above dates.			
	Note #2	Starting rate: The starting rate will be as per the provisions stated in clause 10.1.			
	Note #3	Employees will still be hired for a specific OUTLET and will accumulate seniority only in original OUTLET, but may be scheduled in other F&B OUTLETS in order to maximize hours of work. The provisions of clause 4.18 will only be applicable within the OUTLET said employee was hired for.			

Schedule "B" - Excepted positions

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

Agency personnel (*)

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

**Appendix "A" - Banquets
(1999)**

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

2- a) **Seniority:**

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

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

- Captains: 2
- Servers/Bartenders: 20

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

- Servers/Bartenders: 24

(02) The Company may temporarily assign Servers/Bartenders as additional Captain(s) up to a maximum of two (2) in any one (1) shift, in order to meet the demands of the operations.

(02) Should the Company use temporary Captain(s), it will have to be in accordance with the following:

1- The Company shall add a two percent (2%) charge on banquet beverage sales for each banquet contract entered into. For each hour worked, the extra Banquet Captain(s) shall receive payment equivalent to the hourly average amount of gratuity earned by the Captains, Servers/Bartenders during the same pay period. The amount of such payment shall not be drawn from the current gratuity pool.

(05) The Company shall, for each day of any work week, add all hours worked by all Banquet Captains. From this total, the Company shall subtract all hours worked by two (2) Banquet Captains, to a maximum of ten (10) shifts per work week (using firstly the hours worked by the two (2) full-time Banquet Captains), the remaining worked hours shall be deemed to be hours worked by extra Banquet Captain(s) for the application of the above paragraph.

2- **Seniority** :(cont'd)

- a) 2- It is agreed and understood that said two percent (2%) stated in the above paragraph shall not be added to or modify the present bargaining unit gratuity pool as indicated in paragraph 9. of appendix "A".
- 3- (05) Hours worked by Servers/Bartenders temporarily assigned as Captain(s) shall only be accumulated, for the purpose of establishing said Servers/Bartenders' new seniority, to the maximum available hours that may have been worked by the Server/Bartender who is immediately above the temporarily assigned Captain(s) in the seniority ranking.
- b) (05) The Company shall endeavor to maintain on list "B" a minimum of ten (10) part-time employees.

3- **Hours of Work** :

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

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

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

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

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

- i) First, to full-time employees who must ensure that they are maximizing their regular working hours by choosing **up** to and including forty (40) regular hours in any work week.

3- **Hours of Work** :(cont'd)

- (c) ii) Second, to part-time employees on list "A" who must choose **up** to and including thirty (30) but not exceeding thirty-two (32) regular hours in any work week, until all said part-time employees have been scheduled. **Any** remaining hours of work will be awarded up to forty (40) regular hours, to those part-time employees on list "A" by descending order **of** seniority. These additional hours can be refused if a junior qualified part-time employee on lists "A" or "B" is available to do the work.
- iii) Third, remaining hours will be awarded to part-time employees on list "B", up to and including twenty-four (24) regular hours. **Any** remaining hours of work will be offered **up** to forty (40) regular hours, to those **part-time** employees on list "B" by descending order of seniority. An employee who refuses regular hours in excess of twenty-four (24) shall not **be** entitled to grieve the loss **of** such hours of work.
- iv) Following the application of iii) above, any remaining hours will be filled by Personnel from Agency.
- v) Once the Schedule is approved by Management, it shall **be** posted in its final form.
- (d) (05) The Company shall provide an unpaid eating period of one-half (½) hour at such intervals as it will result in no employee working longer than five (5) consecutive hours without an unpaid eating period. If an employee is unable to take his meal break, the employee shall be granted 20 minutes to eat without deduction from pay at the first opportunity. Said unpaid meal period will not be assigned within the first (1") hour of the scheduled shift.
- (e) (05) Following the posting of the work week schedule, should an "extra" shift of work be added, it will be in accordance with seniority and with the provisions stated in (c) above, amongst those employees scheduled to work less than a regular work week.

4- Overtime **Hours** :

(05) Authorized time worked by a full-time or a part-time employee in excess of eight (8) regular hours in a day or by a full-time employee working forty (40) regular hours in the same work week, and in excess of forty-four (44) hours in the same work week by a part-time employee, shall be considered as overtime and paid in fifteen (15) minute increments at one and one-half (1 ½) times the prescribed hourly rate for the employee's service. Furthermore, all time worked on the seventh (7th) consecutive day, when required by the Company, shall be paid in accordance with the overtime provisions contained herein. Effective January 1st, 2006, the herein "forty-four (44) hours" shall be amended to read as "forty (40) hours".

5- Vacations :

(a) Full-time employees shall be entitled to annual vacation in accordance with the following : an employee who, at the beginning of the calendar year, has:

- (I) less than one (1) year of continuous service is entitled to one (1) day vacation per completed month of employment up to a maximum of ten (10) days vacation paid at four percent (4%) on total wages earned in the previous calendar year;
- (II) completed one (1) year of continuous service but less than five (5) years of continuous service, two (2) weeks vacation paid at four percent (4%) on total wages earned in the previous calendar year;
- (III) (02) completed five (5) years of continuous service but less than ten (10) years of continuous service, three (3) weeks vacation paid at six percent (6%) on total wages earned in the previous calendar year;
- (IV) (02) completed ten (10) or more years of continuous service, four (4) weeks vacation paid at eight percent (8%) on total wages earned in the previous calendar year;
- (V) (02) completed twenty-one (21) or more years of continuous service, five (5) weeks vacation paid at ten percent (10%) on total wages earned in the previous calendar year;

(b) For the purpose of this Article, "total wages earned in the previous year" shall mean regular hours and overtime hours worked and paid in the immediate preceding calendar year.

5- Vacations :(cont'd)

- (c) Vacation shall be granted within a twelve (12) month period immediately following the completion of the calendar year. **An** employee shall receive vacation indemnity prior to his departure for vacation. It is understood that the amount which the employee shall receive will be in concordance with the number of day(s) or week(s) taken as vacation period.
- (d) Application for annual vacation from employees shall be filed as early as possible in January but in any event no later than March 15th. Employees who do not apply for vacation prior to March 15th shall be required to take their vacation at the time prescribed by the Company.
- (e) Application filed prior to March 15th, insofar as it is practicable to do so and as long as the Company is able to maintain a qualified and adequate staff in the department, will be allotted in order of seniority of applicants.
- (f) Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 15th shall be required to take their vacation at a time prescribed by the Company. Vacation credits shall not be accumulated from one year to the next.
- (g) (02) Part-time employees shall be governed by the provisions of clause 12.20 of the Main Agreement.

6- Public Holidays :

Banquet employees shall be governed by the provisions of **Article 11 - Public Holidays**.

7- Health and Welfare :

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

8- Miscellaneous :

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

Full-time and part-time employees shall be supplied two (2) shirts as part of the uniform.

9- Banquet Gratuities :

- (a) (05) The total eighty percent (80%) of accumulated gratuities for each pay period shall be distributed amongst persons (full-time employees, part-time employees and Personnel from Agency) working as either Captain **or** Server/Bartender, on a point system based on one (1) hour worked equals one (1) point.

Effective January 1st, 2006, the present paragraph (a) will be amended to read **as** follows:

The total eighty-one percent (81%) of accumulated gratuities for each pay period shall be distributed amongst persons (full-time employees, part-time employees and Personnel from Agency) working as either Captain or Server/Bartender, on a point system based on one (1) hour worked equals one (1) point.

Effective January 1st, 2007 eighty-one percent (81%) shall be increased to eighty-two percent (82%).

- (b) The Company shall provide the Local Chairperson with the following breakdown on banquet gratuities:

- (I) the total net gratuities per pay period including corkage fees included in said portion;
- (II) (05) the eighty percent (80%) portion of the gratuities;
- (III) the amount of gratuities per function and the total number of hours worked by captains, server/bartenders during the same pay period;
- (IV) the amount of adjustment to gratuities, if any;
- (V) following an agreed meeting time with the Director, Convention Services and Catering or his designate, the Local Chairperson or his designate may review pertinent documents to justify any of the issues stated herein.

Effective January 1st, 2006 eighty percent (80%) shall be increased to eighty-one percent (81%).

Effective January 1st, 2007 eighty-one percent (81%) shall be increased to eighty-two percent (82%).

9- Banquet Gratuities :(cont'd)

- (c) (05) Should the Company charge a corkage fee, fifty percent (50%) of said corkage fee shall be remitted to the gratuities fund forming the eighty percent (80%) portion of gratuities.

Effective January 1st, 2006 eighty percent (80%) shall be increased to eighty-one percent (81%).

Effective January 1st, 2007 eighty-one percent (81%) shall be increased to eighty-two percent (82%).

- (d) (05) **All** management banquet functions will have an automatic ten percent (10%) gratuity added, it is agreed that the entire ten percent (10%) shall be added to eighty percent (80%) portion of the gratuity **pool**.

Effective January 1st, 2006 eighty percent (80%) shall be increased to eighty-one percent (81%).

Effective January 1st, 2007 eighty-one percent (81%) shall be increased to eighty-two percent (82%).

- (e) (02) Effective January 1st, 2003, the Company will create an additional two percent (2%) gratuity pool for each pay period, which will be distributed amongst employees occupying the positions of Banquet Head Houseperson or Banquet Houseperson, on a point system based on one (1) hour worked equals one (1) point.

(05) Effective January 1st, 2006, the herein stated two percent (2%) shall **be** increased to three percent (3%). Said percentage shall be part of the percentage charged to contracts entered into as indicated in 9- (a) above. Effective January 1st, 2007, the percentage shall be increased to four percent (4%).

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

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

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

- Article - 3 - Deduction of dues
- Article - 14 - Grievance Procedure
- Article - 15 - Arbitration Procedure
- Clause - 20.9 - Recognition of Management Functions

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

Letter of Agreement No. 1 - Validation

BETWEEN

FAIRMONT CHATEAU LAURIER

AND

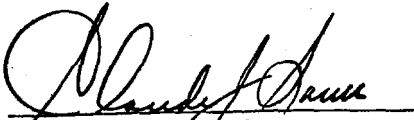
**CANADIAN AUTOMOBILE, AEROSPACE TRANSPORTATION
AND GENERAL WORKERS, UNION OF CANADA (CAW-CANADA)
LOCAL 4270**

The Company agrees not to enter into any agreement or contract with unionized employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement, unless mutually agreed in writing between the Director, Human Resources, and the Local Chairperson.

Any such Memorandum/Letter of Agreement, Letter of Understanding/Intent or verbal agreements agreed to prior to the signing of this Collective Agreement and not included in this Agreement will be considered null and void.

Signed at Ottawa, Ontario this *7th* day of *July* 2005.

For:
THE COMPANY:



(General Manager)

For:
THE UNION:



(National Representative)

between Fairmont Chateau Laurier & C.A.W. - Local 4270

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

Letter of Agreement No. 2 - Maximization of Regular Hours

BETWEEN

FAIRMONT CHATEAU LAURIER

AND

CANADIAN AUTOMOBILE, AEROSPACE TRANSPORTATION
AND GENERAL WORKERS, UNION OF CANADA (CAW-CANADA)
LOCAL 4270

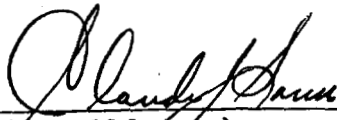
The parties herein agree that, notwithstanding the provisions contained in clause 5.4 of the Agreement and provided that an agreement has been reached between the parties signatory to this Agreement for each department it will be permissible to change regularly assigned days off from week to week in order to maximize the regular hours of work that an employee may be required to work within said work week.

It is agreed that the provision of clause 5.4 shall not apply as long as said letter is in effect.

It is furthermore agreed that, once a Letter of Agreement has been signed by both parties, said letter may only be cancelled by having one party serving a written notice of thirty (30) calendar days to the other party.

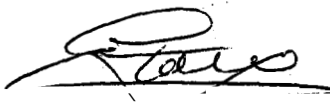
Signed at Ottawa, Ontario this *7th* day of *July* 2005.

For:
THE COMPANY:



(General Manager)

For:
THE UNION:



(National Representative)

between Fairmont Château Laurier & C.A.W. - Local 4270

Letter of Agreement #2-A (02)

BETWEEN

LEGACY HOTELS CORPORATION
(FAIRMONT CHATEAU LAURIER)

AND

CANADIAN AUTOMOBILE, AEROSPACE TRANSPORTATION
AND GENERAL WORKERS, UNION OF CANADA (CAW-CANADA)
LOCAL 4270

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

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

- 1- The provision of this Agreement shall apply to full-time employees occupying a position in a classification within the Departments **as** indicated herein:
 - The Stewarding Department, excluding the classifications **of** Head Kitchen Steward and Head Kitchen Attendant. Employees occupying a position in the aforementioned classifications shall be allowed to maximize their regular hours in other classifications of the Stewarding Department.
 - The Housekeeping and Laundry Departments, excluding the classifications **of** Head Houseperson, Seamstress/Tailor, Seamstress and Presser.
- 2- Employees must possess all the required qualifications immediately to perform the full scope of the classification.
- 3- Employees will be paid the hourly wage rate of the classification to which they are temporarily scheduled and/or assigned.
- 4- For the purpose of this Letter of Agreement, the application of seniority shall be as follows:
 - In the Stewarding Department, the group seniority list shall be used.
 - In the Housekeeping and Laundry Departments the combined seniority lists from both groups shall be used.

between Fairmont Château Laurier & C.A.W. - Local 4270

COLLECTIVE AGREEMENT EXPIRING DECEMBER 31ST, 2007

Letter of Agreement #2-A (Cont'd)

- 5- In the scheduling process, the Company will ensure that the employee's regular **hours of work** will be maximized **up** to forty (40) hours per week within their own classification before being scheduled and/or assigned regular hours to another classification in accordance with 1- above.
- 6- This Letter of Agreement will be in place for the duration of the **Collective Agreement**, and can be terminated by either party upon a thirty (30) calendar day **written notice to the other party**.

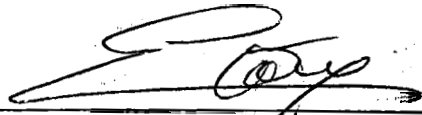
Signed in the city of Ottawa, in the province of Ontario this *7th* day of *July* 2005.

For:
THE COMPANY:



(General Manager)

For:
THE UNION:



(National Representative)

between Fairmont Château Laurier & C.A.W. - Local 4270

Letter of Agreement No. 3 - Averaging of Hours/Maintenance Technician

BETWEEN

FAIRMONT CHATEAU LAURIER

AND

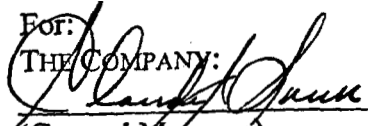
CANADIAN AUTOMOBILE, AEROSPACE TRANSPORTATION
AND GENERAL WORKERS, UNION OF CANADA (CAW-CANADA)
LOCAL 4270

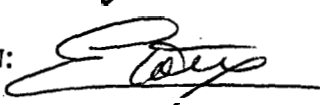
Provided the appropriate permits are obtained, both parties signatory to this letter have agreed that the regular hours of work will be averaged on a two (2) pay period basis for the classification of Maintenance Technician.

- Each assigned work day shall not exceed a shift of twelve (12) regular hours of work including two (2) periods of twenty (20) minutes each in which to eat.
- Payment shall be based on a two (2) week period and no week shall exceed forty-eight (48) regular hours. Any additional authorized overtime hours shall be paid at the overtime rate.
- Payment of vacation shall be based on an eight (8) hour work day.
- Payment for Public Holidays shall be:
 - If it falls on a regular day off, it shall not exceed eight (8) regular hours.
 - If worked and either paid the same pay period or the agreed to lieu day is not granted, it shall not exceed eight (8) regular hours.
 - If worked and a lieu day is granted, it shall be the equivalent of the day worked.
 - If it falls on a day not worked but the employee would have worked normally, it shall be the equivalent of the day he would have worked.

Both parties signatory to this letter have agreed that either party may end this "Letter of Agreement", by giving the other party a notice of thirty (30) calendar days in advance.

Signed in the city of Ottawa, in the province of Ontario this 7th day of July 2005.

For:
THE COMPANY:

(General Manager)

For:
THE UNION:

(National Representative)

between Fairmont Château Laurier & C.A.W. - Local 4270

Letter of Intent No. 1 - Parking Privileges

June 30th, 2005
Mr. Edouard Torre
National Representative
CAW-Canada
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

This letter will confirm the Company's intention to provide "parking privileges", location of which is restricted to the top outdoor level of the garage. This parking privileges will continue to be made available to Fairmont Château Laurier employees for the period covering the date of signing of this letter to December 31, 2007 inclusively, at a monthly cost plus applicable taxes, to be paid by the employee as follows:

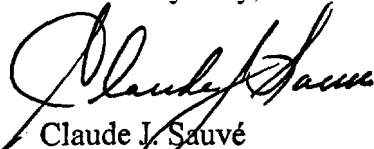
Regular parking privileges pass for cars and motorcycles only:

- ninety-four dollars (\$94.00) and forty (40) parking spaces.

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

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

Yours very truly,


Claude J. Sauvé
General Manager

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

June 30th, 2005

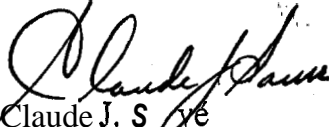
Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

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

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

Yours very truly,


Claude J. Sauvé
Claude J. Sauvé
General Manager

**Letter of Intent No. 3 – Groups and Organized Tours – Baggage Handling
(2005)**

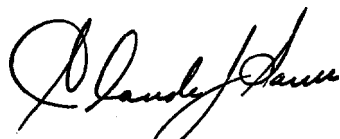
June 30th, 2005

Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

As of the date of the signing of this Collective Agreement, the Hotel agrees to standardize **its** baggage handling fees and apply same to Groups and Organize Tours who request **this** service **as part of** their Hotel agreement.

Yours very truly,



Claude J. Sauvé
General Manager

**Letter of Intent No. 4 – Assignments to Management Positions
(2005)**

June 30th, 2005

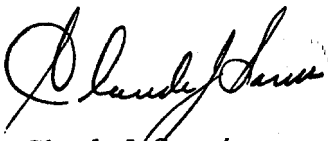
Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

Excluding the application of temporary assignments provided for in the present Collective Agreement, it is the intent of the Company not to assign management functions to members of the bargaining unit outside of their job tasks.

Said unionized employees shall not discipline other employees, but will be required to report (log) all incidents/issues, so that proper corrective actions may be taken by Management.

Yours very truly,



Claude J. Sauvé
General Manager

Letter of Intent No. 5 - Hotel Policy on "Packages, Gift Certificates or Coupons"
(2005)

June 30th, 2005

Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

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

Yours very truly,



Claude J. Sauvé
General Manager

**Letter of Intent No. 6 – Special Deliveries
(2005)**

June 30th, 2005

Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

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

Yours very truly,



Claude J. Sauvé
General Manager

Letter of Intent No. 7 – Labour & Management Relationship
(2005)

June 30th, 2005

Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Dear Mr. Torre:

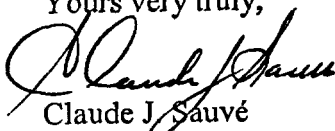
In order to improve the climate of labour relations at the Fairmont Château Laurier, both parties have agreed to adopt innovative measures in this domain that will foster harmonious labour relationship.

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

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

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

Yours very truly,


Claude J. Sauvé
General Manager

between Fairmont Château Laurier & C.A.W. - Local 4270

LETTER NOT APPENDED TO THE COLLECTIVE AGREEMENT (2005)

June 30th, 2005
Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

Re : Special Procedure – Lay-Off Situations

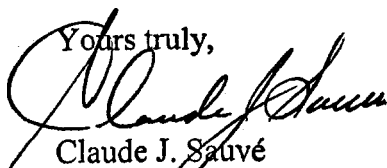
Dear Mr. Torre:

This will serve to confirm our discussion during this round of collective bargaining. In cases where employees occupying a position in the Housekeeping Department, and whose working hours are affected to the point that the available number of regular hours are less than 24 hours, these employees so affected shall be governed by the following special procedure agreed to by both parties:

- a) Notwithstanding any language in the Collective Agreement:
 - Firstly, employees will be laid off in reverse order of seniority for a period of seven (7) calendar days, to allow said employees the possibility of registering under the Canadian Employment Insurance Act.
 - Secondly, said laid off employees shall then be returned to work and scheduled by seniority and in accordance with the requirements of the operations, for a period long enough to allow a second group of employees to, in-turn, have the possibility of registering under the Canadian Employment Insurance Act.
 - Once this second group has registered under the Canadian EI Act, they shall be returned to work and scheduled by seniority and in accordance with the requirements of the operations. The first group who had been returned to work shall then be laid-off and recalled in accordance with the present practice, based on the requirements of the operations.

- b) This special procedure shall be applied by group, either small or large, so that the requirements of the operations are met. The procedure can be repeated as many times **as is** required.

- c) This special procedure may be revoked by the Company or the Union by giving the other party a notice in advance of thirty (30) calendar days.

Yours truly,

Claude J. Sauvé
General Manager

LETTER NOT APPENDED TO THE COLLECTIVE AGREEMENT
(2005)

June 30th, 2005

Mr. Edouard Torre
National Representative
CAW-Canada, Local 4270
2841 Riverside Drive, 3rd Floor
Ottawa, Ont.
K1V 8X7

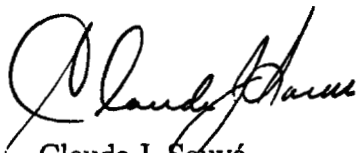
Re : Union members of Local 4270, working at Fairmont Chateau Laurier, LTD ~~Union~~ Plan

Dear Mr. Torre:

This letter is pursuant to our discussions during the negotiations, whereby the Company **has** committed to investigate, for and in the name of the Local 4270, the possibility and feasibility of identifying one (1) or more insurance carrier(s) for an LTD Plan, fully funded by and covering all full-time unionized employees, members of Local 4270, working at Fairmont Château Laurier.

Furthermore, the Company is committed to present its finding to the Union Executive members of Local 4270, at Fairmont Château Laurier, for their acceptance or rejection, **within sixty (60)** calendar days following the ratification of the Memorandum of Settlement.

Yours truly,



Claude J. Sauvé
General Manager