

COLLECTIVE AGREEMENT

BETWEEN

**FHR JASPER OPERATIONS CORPORATION
(THE FAIRMONT JASPER PARK LODGE)**



AND



**UNIFOR
LOCAL 4534**

GOVERNING EMPLOYEES

**OF
THE FAIRMONT JASPER PARK LODGE, JASPER, ALBERTA**

Expires: March 31st, 2015
Agreement N^o. 5.63

TABLE OF CONTENTS

ARTICLE	PAGE
1 - Intent and Purpose -----	1
2 - Scope -----	2
3 - Deduction of dues-----	5
4 - Union Representation -----	7
5 - Seniority -----	9
6 - Lay-off and Recall -----	10
7 - Filling positions -----	12
8 - Hours of service -----	13
9 - Overtime and Calls -----	15
10 - Rates of pay -----	17
11 - Statutory Holidays -----	19
12 - Vacations -----	21
13 - Grievance procedure -----	23
14 - Arbitration procedure -----	26
15 - Leave of absence -----	27
16 - Attending court-----	30
17 - Health and Benefits-----	31
18 - Probationary employees -----	35
19 - Training for promotion -----	36
20 - Workplace Harassment -----	37
21 - Health and Safety -----	38
22 - Rehabilitation -----	40
23 - Miscellaneous -----	42
24 - Recognition of management functions -----	47
25 – Pension Plan-----	48
26 - Duration of agreement-----	49
Schedule A – Department and Rates of Pay-----	50
Letter of Understanding - Asbestos -----	54
Letter of Intent - Gratuity system -----	55
Letter of Intent - Scheduling Practices-----	56
Letter of Intent – Rotating Shift -----	57
Letter of Agreement - Staff Accommodation -----	59
Current Staff Accommodation (Housing Cost) -----	60
Maximizing Hours Agreement -----	61

Article 1 - INTENT AND PURPOSE

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

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

- 1.2 **Bargaining Agent**
(2011) The Company recognizes the Union as the sole and exclusive bargaining agent for all of the employees listed in Schedule "A" and as per Article 2.1 of the Collective Agreement.

Article 2 - SCOPE

- 2.1 The following rules and rates of pay shall govern the services of employees on positions of the occupational classifications specified in the wage scale and on the staff set forth in the wage scale hereof, and additional positions of similar kind or class which may be established on such staff, subject to the following exceptions:
- a) (2011) Employees in the following departments, namely, the Administrative department, the Accounting Department, the Reservations, Front Office and Royal Services Department, the Executive Office Staff, Security, Spa Department and Human Resources Department:

 - b) Employees in other departments in the following classifications:
 - Golf Course Superintendent
 - (97) Assistant Golf Course Superintendent
 - (2006) Grounds Superintendent
 - (2006) Assistant Grounds Superintendent
 - Golf Course and Grounds Manager
 - Golf Starter
 - (2009) Player's Assistant
 - (2000) Golf Club Administration
 - (2003) Golf Service and Front Shop
 - (2006) Chief Engineer
 - (2006) Engineering Supervisor
 - Stores Manager
 - Garage Attendant
 - (2006) Outlet Manager
 - (2006) Assistant Outlet Manager
 - Dining Room Reservation Supervisor
 - (2006) Restaurants Manager
 - (97) Executive Housekeeper
 - (97) Assistant Executive Housekeeper
 - (2000) Assistant Housekeeper
 - (92) Housekeeping Trainer
 - (2006) Laundry Manager
 - Assistant Laundry Supervisor
 - Valet Supervisor
 - Chief Steward
 - Assistant Chief Steward
 - (2006) Executive Chef
 - (2000) Executive Sous-Chef
 - Sous-Chef
 - (2006) Junior Sous-Chef
 - (2006) Kitchen Coordinator
 - (2006) Department recruiters
 - (97) Conference Services Supervisor
 - (97) Guest Service Manager

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 2.1 b) (cont'd)
(92) Recreation Supervisor
(2003) Food & Beverage Trainer

2.2 **Definitions**

- a) (2009) “**Company**” means FHR Jasper Operations Corporation (The Fairmont Jasper Park Lodge).
- b) (97) “**Union**” means Unifor, Local 4534.
- c) The word “**employees**” as used hereinafter shall be understood to mean any employee holding seniority under the terms of this Agreement, subject to the exceptions as provided.
- d) A “**scheduled position**” means a position coming within the scope of this Agreement.
- e) An “**excepted position**” means a position in the Company excluded from the scope of this Agreement.
- f) Whenever used in this agreement “**Director, Human Resources**” shall mean The Fairmont Jasper Park Lodge Director, Human Resources.
- g) (2000) “**Accredited Representative**” means Unifor or a person designated by the accredited representative.
- h) (2000) “**Lay Off**” means an interruption of work for a period of seven (7) consecutive days or more after which an employee is entitled to receive their R.O.E. upon request.
- i) (2000) “**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 their position.
- j) (2000) “**Spouse or common-law spouse**” is defined as a person who is:
- legally married and living with you, or
 - living with you for at least one year in a conjugal relationship or until a child is born from the relationship.
- (k) (2003) “**Pay Period**” means the dates used by the Company to calculate a bi-weekly payroll of fourteen (14) consecutive days beginning on Friday at 00:01hr.
- (l) (2003) “**Work Week**” is defined as starting at 00:01hr on Friday and ending at 24:00 hr the Thursday thereafter.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

(m) (2003) **"Individual Grievance"** shall mean a claim concerning unjust discipline or discharge, or dispute with reference to the interpretation, application or administration of this Collective Agreement.

(n) (2003) **"Group Grievance"**

Is a disagreement which arises out of the interpretation or application of the Collective Agreement affecting directly and immediately a specific group of employees (identifying all those involved) in a statement relating to the same subject. Said grievance may be filed by the union at step #2 in the name of and for a group of employees.

(o) (2003) **"Policy Grievance"**

Is a disagreement that arises out of a general interpretation, application, administration or alleged violation of the collective agreement or a Company policy, rule or regulation which is contrary to the collective agreement. Said grievance may be filed by the Union at Step #2.

(p) (2006) **"Co-op Student"** means a person registered as a full time student acquiring hospitality related course credits hired for a specific period not to exceed six (6) months in duration. The full provisions of the collective agreement shall apply with the following exceptions: Articles 5, 6, 12, 15, 16, 17, 23.10, 23.15.

A **"Student"** means a person registered as a student hired for a specific period not to exceed four (4) months in duration. The full provisions of the collective agreement shall apply with the following exceptions: Articles 5, 6, 12, 15, 16, 17, 23.10, 23.15.

Should a Co-op Student or a student stay on after his/her term, he/she shall become an employee as per the full provisions of this agreement, retroactive to the employee's hire date.

The Local Union Chairperson shall be notified in writing whenever a Co-op student employee is hired.

(q) (2009) A **"seasonal"** job is any position that is only posted for a specific part of the calendar year.

Article 3 - DEDUCTION OF DUES

- 3.1 (92) The Company shall deduct on the payroll of each pay period from wages due and payable to each employee occupying a position coming within the scope of this Collective Agreement an amount equivalent to Uniform monthly dues of the Union subject to the conditions and exceptions set forth hereunder.
- 3.2 (2003) The amount to be deducted shall be equivalent to Uniform, regular dues payment of the Union and shall 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 dues.
- The initiation fee shall be deducted on the first pay cheque in the first month, and regular monthly dues the following pay cheque and thereafter.
- Subject to receipt by the Company of written authorization from the Local Union President, and with a minimum of thirty (30) days advance notice, the Company shall deduct a specified assessment from wages due to an employee and on the following appropriate pay period.
- 3.3 Employees filling positions exempted from the provisions of this Agreement shall be excepted from dues deduction.
- 3.4 (97) Membership in the Union shall be available to any employee eligible under the constitution of Unifor on payment of the initiation or reinstatement fees Uniformly required by the Union. Membership shall not be denied for reasons of race, national origin, colour, religion, creed, marital status, sexual orientation, disability or political affiliation.
- 3.5 (92) 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 the pay period, carry forward and deduct from any subsequent wages the dues not deducted previously.
- 3.6 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 3.7 (97) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Financial Secretary of the Local Union no later than fourteen (14) days following the last pay period of the month in which the deductions are made.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 3.8 (97) 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 wage, the Company shall adjust it directly with the employee. 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 amounts payable to the Financial Secretary of the Local Union.
- 3.9 The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- 3.10 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Except as aforesaid the Union shall indemnify and save harmless the Company from any losses, damages, cost, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

Article 4 - UNION REPRESENTATION (2000)

4.1 The Union will advise the Company of the name of the National Representative, and any replacement/relief that may occur from time to time, representing the employees of the Bargaining Unit. The Company likewise will advise the Union of the proper Officer(s) of the Company responsible for Labour Relations matters.

4.2 (2009) The Company shall recognize a duly appointed or elected member of the Union Executive and one (1) Union Steward from each department provided that the Union has first advised the Company in writing of the name of the employee so appointed and the department they represent. The Union agrees to advise the Company in writing of any changes made by appointment or election from time to time.

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

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

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

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

4.4 Provided that the Company is able to maintain a qualified and adequate work force, the Local Chairperson, upon advising the Company, shall be permitted to attend the monthly general meetings of the Local without pay for a maximum of two (2) hours.

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

4.6 (2003) The Local Chairperson or designated representative shall be scheduled by the Company, for a minimum of fifteen (15) minutes and without loss of wages, to attend the Company structured orientation of new employees to make a presentation. Said presentation shall be in the presence of a Company representative.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

4.7 (2003) The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement. Any such agreements which are not mutually agreed between the Director, Human Resources and the appropriate Union Representative and the Local Chairperson of the Union will be null and void.

4.8 (2003) It is mutually agreed that there shall be no strike, lockout, slowdown or any other action intended to restrict or limit productivity or service, whether sympathetic or otherwise during the term that this Agreement shall be in force.

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

4.9 (2006) The Local Chairperson will be provided with address of residence and phone number, where available, of an employee upon request. The request can be made to the colleague residence office during regular operational hours and to security, in the case of urgent matters, during off hours.

Article 5 - SENIORITY

- 5.1 (2000) For the purpose of seniority, employees shall be grouped in accordance with Schedule “A” - Department and rates of pay (Hourly rates) hereto.
- 5.2 (2009) A seniority list shall be posted by the Company for group 1 and group 2 in schedule “A” in July and January of each year. Such list shall show for each employee: name, classification and date from which seniority is accumulated. The Company shall furnish the National Representative and the Local Chairperson of the Union with copies of each list in July and January or upon request from the local chairperson and/or National Representative.
- 5.3 (2009) An employee must advise the Employer of any errors made on the seniority list within sixty (60) calendar days after the date of posting the seniority lists. The Employer shall not be liable to any employee for errors on the seniority list that were not brought to the Employer’s attention within sixty (60) days of the issuance of the seniority list.
- 5.4 (2009) No change shall be made in the seniority date accredited an employee except by mutual agreement between the Human Resources Director and the Local Chairperson. When the seniority status of an employee is so corrected, the corrected status shall be final.
- 5.5 (2009) 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 for a period of six (6) months.
- 5.6 When an employee who has not forfeited his/her seniority under article 5.5 is released from an excepted position, he/she may exercise his/her seniority rights to any position in his/her seniority group which he/she is qualified to fill and which was bulletined during the time he/she was occupying such excepted position. The right to exercise his/her seniority shall be limited to a period of five (5) calendar days subsequent to release from an excepted position.
- 5.7 (2003) An employee who is awarded a vacant permanent position in the other group shall start accumulating seniority effective the actual first day of work and shall maintain but not accumulate seniority under his/her previous group. An employee who holds seniority in both groups can only accumulate seniority in the group where they hold a regular position. Should an employee return to a group where they previously held seniority, they shall regain said date minus any time spend in the other group. He/she shall, for computation of vacation entitlement and for benefits purpose, retain his/her starting date.
- 5.8 (2003) Should an employee’s name be removed from a seniority list, said employee shall have his/her service terminated with the Company.

Article 6 - LAY-OFF AND RECALL

- 6.1 (2003) In the event that the Company needs to lay off employees, it shall lay off employees in reverse order of seniority within a classification within a Department. Regardless, all probationary employees in the affected classification within said Department shall be laid off first. When such lay-off is known to be of seven (7) days or more, then seventy-two (72) hours written notice will be given. In the application of this Article, Maintenance Person I, II, III and IV of Group 2, are deemed to be a single classification.
- 6.2 **Temporary lay-off or displacement**
(2000) A laid-off or displaced employee may, during the notice period stated in article 6.1, displace a junior employee within his/her classification first, failing which within his/her Department, failing which in the Seniority Group, provided he/she is qualified to fill the position, or he/she may accept lay off only when there are no vacant or new positions for which he/she is qualified. If he/she fails to accept a vacant or new position for which he/she is qualified he/she shall forfeit his/her seniority and his/her name shall be removed from the seniority list.
- 6.3 **Abolishment of position**
(2000) An employee whose position is abolished may exercise his/her seniority within his/her classification first, failing which within his/her Department, failing which in the Seniority Group, to displace an employee with less seniority, provided he/she has the qualifications to perform the work. Said employee shall, within five (5) calendar days of the abolition of his/her position, make his/her choice in writing, to the Director, Human Resources, failing which he/she shall forfeit his/her seniority and his/her name shall be removed from the seniority list.
- 6.4 When an employee is on leave of absence, or vacation, granted by the Company, on the date of his/her displacement or the abolition of his/her position, the time limits established in article 6.3 above shall apply from the date of his/her return to work.
- 6.5 (2000) An employee who cannot exercise their seniority as per articles 6.2 or 6.3 will be considered to be on lay-off.
- 6.6 (2000) To be eligible for recall, a laid-off employee must register their name and address and telephone number, in writing, at time of lay-off with the Human Resources Office. The employee must keep the Company informed in writing of any changes that may occur in the employee's address or telephone number. A copy of this shall be provided to the Union Chairperson by the employee.
- 6.7 (2009) Laid off employees will be recalled to service in the Seniority Group in order of their seniority, provided they have the required qualifications to perform available work. An employee who has exercised their rights as per 6.2 above due to their previous position expiring shall be included in the recall with laid off employees when the job is one of a "seasonal" nature.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 6.8 (2000) A laid-off employee, when qualified, shall be given preference of employment in filling new positions or vacancies in other than their own classification when no qualified, laid-off employee is available in such classification.
- 6.9 (2000) An employee, recalled from lay-off, shall be notified by courier, or by telephone contact to the last known address or telephone numbers on record with the Company. A copy of the recall notice shall be given to the Union Chairperson.
- 6.10 (2000) When a laid off employee fails to advise the Company of their intentions to return to work within five (5) calendar days of receipt of recall notice, or fails to give satisfactory reasons for not returning to work within seven (7) calendar days of receiving a return to work notice, unless due to a bona fide illness and/or victim of an accident, the employee shall forfeit their seniority rights and their employment shall be deemed terminated. An extension to the time limits may be granted upon mutual agreement of the Company and the employee.
- 6.11 A laid-off employee who is otherwise employed at the time of recall may, without loss of seniority, refuse recall to a position of less than ninety (90) days' duration provided that another junior qualified laid-off employee is available.
- 6.12 (2000) An employee whose position is abolished as a result of a technological change may exercise their seniority to displace an employee with less seniority within his/her classification first, failing which within his/her Department, failing which in the Seniority Group, provided the employee has the required qualifications to perform the work. If such an employee is unable to exercise their seniority, the employee may sever their service with the Company at the end of the notice period, in which event the employee will be paid notice as per the provisions of the Alberta Employment Standards Code, calculated at the hourly rate the employee was receiving at the time their position was abolished.
- 6.13 (2000) The name of an employee who has been laid-off shall be retained on the seniority list and the employee will maintain recall rights for a period of twelve (12) months from the date of lay-off, after which the employee's name shall be removed from the seniority list.

Article 7 - FILLING POSITIONS

7.1 (2006) Appointment 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 employees. The Company will be the judge of qualifications. Qualifications being sufficient, seniority shall govern. Applicant employees having seniority greater than the employees appointed may lodge a grievance in accordance with the provisions in Step 1 of the Grievance Procedure.

(2003) Only employees not holding a trade classification with papers will have preference in filling apprentice positions on the basis of qualifications and seniority. However, management reserves the right to appoint an employee holding a trade classification with papers on the basis of qualifications and seniority.

7.2 (2003) Vacancies in established or new positions shall be posted for five (5) calendar days except with respect to vacancies having less than fifteen (15) working days' anticipated duration. Employees desiring such positions shall within five (5) calendar days of posting, make application to the Human Resources Office. Unsuccessful applicants will be notified.

7.3 (2009) In the application of article 7.2 within group 1, an employee must have completed an initial employment period of four (4) months unless there is a mutual agreement between Director, Human Resources and the Local Chairperson.

7.4 (2003) Employees in Group 1 shall have first right for consideration to vacancies in Group 2 not filled within Group 2, provided they meet the qualifications, this would also be true for Group 2 employees bidding on vacancies in Group 1.

7.5 (97) Employees assigned to positions by bulletin shall receive a full explanation of duties involved. They must demonstrate their ability to perform the work during a minimum trial period of twenty-four (24) hours of actual work but in any event not to exceed sixty (60) working days. The Company may, during said trial period, apply, for the first eighty (80) hours of actual work, the starting rate. Should an employee have had previous experience, the starting rate shall not apply.

Employees will be advised upon termination of the trial period. Should an employee fail to demonstrate his/her ability to perform the work, he/she shall be returned to the position occupied before the new assignment.

7.6 (2003) Upon request the Local Chairperson will be provided with a copy of the bulletined position, a list of applicants and the name of the successful applicant.

7.7 (2013) Upon return from leave of absence or vacation an employee shall resume his/her former position or may exercise his/her seniority rights within five (5) working days to any vacancy bulletined during his/her leave of absence or vacation provided he/she has the necessary qualifications.

Article 8 - HOURS OF SERVICE

- 8.1 a) Except as otherwise provided for in this Article, the regular working day is eight (8) consecutive hours exclusive of the meal period and the regular working week is forty (40) hours. However, hours of service may vary on a daily basis to meet the demands of the service.

(2003) This provision is not to be interpreted as a weekly or daily guarantee of hours and/or of days of work.

- b) (2000) An employee will be assigned two (2) regular days off duty each week. Such assigned days off duty, wherever practicable, will be consecutive. Days off service may, on forty-eight (48) hours notice be re-assigned if necessary.

- c) (2006) All employees shall be entitled to at least eight (8) hours rest between shifts.

- 8.2 (2003) The Company may establish daily assignments of eight (8) consecutive hours without a meal period; provided, however, that in such case, twenty (20) minutes dining time shall be granted without deduction from pay.

- 8.3 (2003) The regular meal shall not be less than thirty (30) minutes nor more than one (1) hour unless mutually arranged. Said meal period shall be provided to all employees who are working (regular or overtime) shifts of five hours or more which shall be scheduled as close to the mid-point of the shift as possible.

- 8.4 (2011) Where the work is of an intermittent character, there being no work for periods of more than one (1) hour's duration, split shift assignments may be established. Except where a mutual agreement is reached between the Director Human Resources and the Local Chairperson on the permit extending daily hours of work issued under section 16(1) (b) of the Alberta Employment Standards Code, such split shift assignments will be confined to no 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. Each tour will be for actual time worked, minimum of two (2) hours. In April of each year, the Local Chairperson will be provided with a list of all classifications which may be required to work split shift assignments.

- 8.5 An employee shall be provided with an available meal for any eight-hour work assignment.

(2003) If an employee is required to work his/her meal period, such work shall be paid at his/her hourly rate; and at the first opportunity, the employee shall be granted twenty (20) minutes to eat without deduction from pay.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

8.6 (2003) A position that usually has fixed starting times every day of the week from week to week is considered a regular assignment. The regular starting time of a regular assignment shall not be changed without at least twenty-four (24) hours notice to the employee affected, subject however, to the employee being paid overtime rates for the shift for which the twenty-four (24) hour notice is not given.

For employees who do not work on a regular assignment because the starting times change from week to week, the employer may not require an employee to change from one shift to another without at least twenty-four (24) hours notice. Employees shall not be disciplined in the event they are unable to comply with the altered assignment. Should the employee accept the change without the twenty-four (24) hours notice, they shall be paid at their regular rate of pay.

8.7 (2009) Departmental weekly schedules indicating daily starting times and finishing times, will be posted no later than Monday at 5:00 pm, for the week starting that Friday and ending the Thursday thereafter. Said schedule shall be posted in an accessible location to all employees concerned. In this manner, the departmental weekly schedules will correspond to the payroll processing schedule.

8.8 (97) Upon mutual agreement with their supervisory officer, employees will be allowed to change shifts with each other provided their work is similar in nature and it can be done in an efficient manner. It is understood that the changing of such shifts will not cause any additional cost to the Company and no overtime will be incurred.

8.9 (2003) For Group 2 – Engineering, a regularly assigned employee who reports on time for his/her regular daily assignment shall be permitted to complete his/her daily assignment unless he/she has permission to lay off at his/her own request.

8.10 (2003) For Group 2 – Engineering, an employee laying off in accordance with article 8.9 shall be paid at his/her hourly rate for the actual time worked during his/her regular assignment on the day of his/her laying off.

8.11 (97) 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/her supervisory officer and the Local Chairperson.

8.12 (2009) Attendance for staff meetings will be on a voluntary basis for those employees who are not scheduled on that day. The Employer reserves the right to conduct staff meetings on a mandatory basis for those employees who are not scheduled on that day provided the employee is paid for such attendance pursuant to the terms of this agreement.

Article 9 - OVERTIME AND CALLS

- 9.1 (2003) Subject to the provisions of article 9.3, overtime will be paid at the rate of one and one half (1 ½) times the hourly rate of pay for all authorized hours of work in excess of eight (8) hours per day, continuous with, before or after the assigned hours, or in excess of forty (40) hours in a work week.
- 9.2 (92) Employees will not be required to suspend work during regular hours to absorb overtime unless locally agreed upon between the Director, Human Resources and the Local Chairperson.
- 9.3 Employees notified or called to work not continuous with, before or after their regularly assigned hours, shall be paid as follows:
- (a) For work performed on their assigned days off duty, they will be paid for time as occupied at one and one-half (1 ½) times the hourly rate, with a minimum of four (4) hours for which four (4) hours service may be required.
 - (b) (2003) For work performed on other days, which is not continuous with before or after the regularly assigned hours (recall), they will be paid for time so occupied at one and one-half (1 ½) times the hourly rate, with a minimum of three (3) hours for which three (3) hours service may be required. For Group 2 – Engineering, the minimum is four (4) hours for which four (4) hours service may be required.
 - (c) (2003) For Group 2 - Engineering - work performed between the hours of midnight and eight a.m., they will be paid for a minimum of four hours at one and one half (1 ½) times the hourly rate, and shall be allowed to cease work upon completion of the assignment in question, to the satisfaction of management.
- 9.4 (2000) Within Group 1, with the exception of the provisions of article 9.5, an employee will be paid at the rate of double time (2x) for all work performed on the seventh (7th) consecutive day.
- 9.5 (94) In order to maximize regular hours of work and upon mutual agreement between an employee and his/her supervisor, an employee who is not scheduled to work forty (40) hours in a week may be scheduled on his/her day off at regular rate.
- 9.6 Every effort will be made to avoid the necessity of overtime, however, when conditions necessitate, employees will perform authorized overtime work in each classification within each department with preference being given to senior employees who may decline work, provided a less senior qualified employee is on the property and available to perform such work. The herein provisions shall not apply when employees must work beyond an eight (8) hour shift in order to complete their assigned task.
- 9.7 (2003) For Group 2 - only overtime authorized by the Company shall be worked, except in an emergency where advance authority is not obtainable. Overtime shall not be allowed unless claim is made within forty-eight (48) hours of the performance of such overtime.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 9.8 (2009) For the purposes of this Article the following positions shall be considered as part of the classification that they are overseeing: Stewarding Supervisor, Night Cleaner Supervisor, Head Houseperson (Housekeeping, Public Areas).

Article 10 - RATES OF PAY

- 10.1 Subject to all of the provisions of this Agreement, the rates of pay set out in the Schedule “A” - Department and Rates of pay (Hourly rates) - shall apply during the term of this Agreement.
- 10.2 The scales of wages, as outlined in Schedule “A”, are considered minimum scales and do not prohibit the Company from granting an increase to a specific classification. The Local Chairperson shall be notified of any such change.
- 10.3 An employee temporarily assigned to a higher rated position for one hour or more cumulative in any day shall receive the higher rate during such temporary assignment. A temporary assignment to a higher rated position contemplates the fulfillment 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.
- 10.4 The Company has the right to pay in excess of the schedule rate of pay for individual positions in classifications without affecting the basic rate for the particular classification. Details of such instances shall be supplied to the Local Chairperson.
- 10.5 An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 10.6 (2000) The rates of pay for new positions covered by the scope of this agreement will be in conformity with rates for positions of similar kind or class.
- The establishment of new classifications or 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 provisions of Article 13 may be exercised.
- 10.7 (2003) For all classifications within Group 1 - Hotel, aside from classifications that have the “night” designation, an employee who is scheduled to work fifty percent (50%) or more of their scheduled hours between the hours of midnight and six (6) am will be paid a shift premium of seventy five cents (\$0.75) for each hour worked on said shift.
- 10.8 (2003) When the employer creates an apprentice position within Group 2 – Engineering apprentices shall be compensated in accordance with the provisions of the scale of rates published by the Alberta Apprenticeship and Industry Training Act.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

10.9 (2011) For Group 2 – Engineering, apprentices who are enrolled in an Apprenticeship contract between The Fairmont Jasper Park Lodge and the Alberta Apprenticeship and Industry Training Act, and who are required to attend Trade School, shall during the period be paid at one hundred percent (100%) of their regular weekly wages up to a maximum of twelve (12) weeks in any twelve (12) month period.

Any Engineering apprentice attending Trade School under this clause shall receive full credit for vacation and benefits.

10.10 (2003) Incumbents filling the positions of Maintenance Man I, Maintenance Man II and Maintenance Man III shall, following a review of qualifications and performance, be advanced to the positions of Maintenance Man II, III and IV, respectively, failing which Management shall provide the Union with a written justification. The foregoing reviews shall take place following nine (9) months in the position of Maintenance Man I and a further twelve (12) months in the positions of Maintenance Man II and Maintenance Man III.

10.11 (2003) For Group 2 – Engineering, at the discretion of the company, a starting rate of up to ten percent (10%) per hour below the basic rate of pay may be paid to newly hired employees, other than those on an apprenticeship program, during their initial six (6) month period of employment. Upon completion of this period, the rate will be adjusted to the basic rate of pay.

10.12 **Training premium**

(2003) A certified (by the Company) non-supervisory employee required by the Company to act as a trainer will receive a premium of fifty cents (\$0.50) in addition to his/her hourly rate of pay for all hours assigned to training other employee(s).

Article 11 - STATUTORY HOLIDAYS

11.1 (97) Subject to the provisions of article 11.2 below, an employee who has completed not less than thirty (30) working days within the twelve (12) month period prior to the statutory holiday, shall receive pay at his/her hourly rate for the number of hours constituting his/her regular assignment, with a maximum of eight (8) hours, for each of the following holidays :

- | | |
|------------------------|-----------------------------------|
| - New Year's Day | - January 2 nd |
| - Alberta Family Day * | - 2 nd Monday in March |
| - Good Friday | - Victoria Day |
| - Canada Day | - Labour Day |
| - Thanksgiving Day | - Remembrance Day |
| - Christmas Day | - Boxing Day |

* Should Family day be removed from the Alberta Labour Standards Code it will forthwith be removed from the collective agreement and no longer be considered as a Statutory Holiday.

11.2 (2011) To be eligible for a statutory holiday with pay, an employee must render a minimum of one day's compensated service within the five (5) scheduled shifts immediately preceding the holiday and a minimum of one day's compensated service within the five (5) scheduled shifts immediately following the 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. Should an employee be prevented either by illness, authorized leave of absence or an injury, other than one entitling him to receive the Workmen's Compensation payments or weekly indemnity payment for that day, he/she shall be considered eligible for pay for the statutory holiday, provided he/she has rendered a minimum of one day's compensated service within the five (5) scheduled shifts immediately preceding or within the five (5) scheduled shifts immediately following the holiday.

11.3 An employee qualified for holiday pay in accordance with article 11.2 who is not required to work on the above-mentioned statutory holidays shall receive his/her regular rate of pay for one day's work not to exceed eight (8) hours immediately following the holiday.

11.4 (92) An employee who is required to work on a holiday for which he/she is qualified for holiday pay in accordance with article 11.2 above, will if no mutual agreement has been reached as per the provision of article 11.5, be granted one (1) day off in lieu thereof with pay at his/her hourly rate for the number of hours constituting his/her regular assignment within either the sixty (60) days preceding or the sixty (60) days following the holiday and, so far as practicable, each day off will be consecutive with a regularly assigned day off.

11.5 (2000) When mutually agreed upon between the Head of the Department and the employee, an employee's days in lieu of holidays worked may, in individual cases be accumulated over an agreed period to a maximum of nine (9). Such accumulated days off will be granted and paid at the employee's regular rate of pay for one day's work not to exceed eight (8) hours, at a mutually agreed time, or in lieu of time lost on account of illness.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 11.6 Failing the granting of time off in lieu of holidays worked in accordance with the provisions of articles 11.4 and 11.5, an employee will be paid for the work he/she was required to perform within regularly assigned hours at his/her hourly rate.
- 11.7 (2000) In order to accommodate a justifiable high holy day in accordance with justified religious beliefs and without causing undue interference to the operation a non-Christian employee who qualifies as per the provisions of article 11.2 may request, if the employee is required to work on a day listed in article 11.1, to receive a regular paid day-off in lieu as per the provisions of articles 11.3 or 11.4 on said justifiable high holy day.

Such request must be made in writing to the department head at least three (3) weeks prior to the date honouring the Statutory Holiday listed in article 11.1.

It is understood and agreed that the above shall not be construed as adding further entitlements to those outlined in article 11.1.

Article 12 - VACATIONS

12.1 (2009) On January 1st of each year, an employee shall be entitled to vacation in accordance with the following schedule:

SERVICE AT BEGINNING OF CALENDAR YEAR	VACATION ENTITLEMENT
Less than 3 years	1 day per 25 working days' cumulative service, or major portion thereof, (maximum ten (10) days)
At least 3 years	1 day per 16 2/3 working days' cumulative service, or major portion thereof, (maximum fifteen (15) days)
At least 9 years	1 day per 12 1/2 working days' cumulative service, or major portion thereof, (maximum twenty (20) days)
At least 20 years	1 day per 8 working days' cumulative service, or major portion thereof, (maximum twenty-five (25) days)
At least 30 years	1 day per 8 1/2 working days cumulative service, or major portion thereof, (maximum thirty (30) days)

12.2 Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in this Agreement.

12.3 Days worked on any position covered by a similar Vacation Agreement will be counted as service for vacation purposes under this Agreement.

12.4 (2011) Time off duty on account of bona fide illness, injury, jury duty, called to court as witness or to attend committee meetings, union leaves, maternity leaves not exceeding a total of sixty-five (65) days in any calendar year, shall be deemed to be days of actual work for vacation purposes

12.5 An employee will be compensated for vacation at the rate of the position which he/she would have been filling during such vacation period.

12.6 An employee terminating his/her employment for any reason at a time when an unused period of vacation with pay stands to his/her credit shall be allowed vacation calculated to date of his/her leaving the service, as provided in article 12.1 and if not granted, will be allowed pay in lieu thereof.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 12.7 (89) An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and if not subsequently recalled to service during such year shall, upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.
- 12.8 (2000) An employee who :
- has resigned;
- or
- is dismissed for cause and not reinstated in his/her former standing within two (2) years of date of such dismissal;
- will, if subsequently returned to the service of the Company, be required to again qualify for vacation with pay as provided in article 12.1.
- 12.9 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 12.10 (2003) For Group 1 – Hotel, applications for annual vacations from employees shall be filed prior to May 1st of the vacation year. Vacations will be allocated by Department in seniority order of applicant and the peak seasons are recognized as a factor in vacation allocation. It is understood that vacation will be granted for the period requested provided the Company is able to maintain a qualified and adequate staff in each Department.
- (2003) For Group 2 – Engineering, vacation shall be granted in seniority order for employees applying for such vacation prior to March 1st in each year. For employees applying between March 1st and May 1st vacations will be granted on a first come first serve basis.
- 12.11 Unless otherwise locally agreed upon, an employee who does not apply for vacation prior to May 1st, shall be required to take their vacation at a time prescribed by the Company.

Article 13 - GRIEVANCE PROCEDURE

- 13.1 (89) An employee shall not be disciplined or discharged except for just cause.

When an employee believes he/she has been unjustly dealt with, or that any of the provisions of this Agreement have not been complied with, his/her grievance shall be dealt with in the following manner:

Step 1

(2003) Within five (5) calendar days from the date the cause of the grievance arose (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), the employee and/or the Local Chairperson may present the grievance either orally or in writing to the immediate supervisor, who will give a decision as soon as possible but in any case within five (5) calendar days of receipt of the grievance. In the calculation of the appeal period and the decision period stated herein, it shall exclude Saturday, Sunday, and statutory holidays.

Step 2

(2003) Within ten (10) calendar days of receipt of the decision under Step 1, the Local Chairperson or the National Representative may appeal in writing to the Director, Human Resources. A decision will be rendered within ten (10) calendar days of receipt of appeal. In the calculation of the appeal period and the decision period stated herein, it shall exclude Saturday, Sunday, and statutory holidays.

Step 3

(2009) Within twenty-one (21) calendar days of receipt of the decision under Step 2, the National Representative of the Union may appeal to the Hotel General Manager. A decision will be rendered within twenty-one (21) calendar days of receipt of appeal. In the calculation of the appeal period and the decision period stated herein, it shall exclude Saturday, Sunday, and statutory holidays.

- 13.2 (94) The grievance procedure shall apply equally to a grievance laid by a group of employees or by the Union, commencing at Step 2, on behalf of a group of employees.
- 13.3 The settlement under this Article, of any complaint, shall not in any circumstances involve retroactive pay beyond a period of sixty (60) days prior to the date that a grievance was submitted in writing by the employee or his/her representative.
- 13.4 (2006) The time limits set forth in articles 13.1 and 13.10 will apply equally to grievances originating with the Company.
- 13.5 All time limits provided in this Article may be extended by mutual agreement.
- 13.6 (2006) Should the employee wish to have union representation when they are subject to discipline, such right shall not be denied.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 13.7 (2003) Any reprimand notices or disciplinary measures (including suspensions) will be withdrawn from the employee's file after eighteen (18) months and will not be used in any future consideration, except if there is a recurrence of a same or similar infraction within that eighteen (18) month period. The employee will be given a copy of any written corrective action (not verbal notes to file) placed on his/her file. The signing of a corrective action by an employee shall be for acknowledgement of receipt only.
- 13.8 (2006) When a disciplinary letter or notice of suspension is assessed against any employee, both the employee as well as the Local Chairperson will be furnished a copy within forty-eight (48) hours of same by the Company.
- 13.9 (2000) Employees have the right to view their personnel file upon written request to the Human Resources Director and, if they so desire, may request to have the Local Chairperson present when doing so.
- 13.10 **Special Procedure** (2011)
The following special procedure will apply to cases where three (3) days' or more suspension or discharge is contemplated.
- The employee must be notified of the charges as soon as possible after senior management becomes aware of the alleged offense. The National Representative or the Local Chairperson or designate of Unifor, Local 4534, will also be notified of all such charges at the same time. The employee and/or his/her representative will be given a complete outline in writing on all charges or accusations against the employee.
- (2006) The employee shall receive an impartial hearing within five (5) days of such knowledge and having received at least twenty-four (24) hours' advance notice, including time and date of hearing.
- (2006) The employee and/or his/her representative, will be given a complete outline on all charges and known evidence, respecting any request for confidentiality by any party involved, at least twenty-four (24) hours prior to the hearing.
- At the hearing, the employee must be represented by the Local Chairperson or his/her designated representative of Unifor, Local 4534.
- Any known witnesses and/or evidence will be called by either party and such witnesses shall not be penalized by loss of pay.
- (2009) Management shall render its decision in writing within five (5) days of such hearing. Any resulting disciplinary action will take effect immediately, unless mutually agreed upon between the Company and the Union.
- Either party may request an extension of the above time limits for a maximum of three (3) days and such extensions will not be unreasonably withheld.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 13.10 (cont'd)
(2006) Management's decision may be appealed to Step 3 of the Grievance Procedure for discharge and step 2 for other issues.

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

- 13.11 (2003) In the event that a grievance is not progressed by the Union, from one step to another within the time limits set forth in Articles 13.1, the grievance will be considered to have been settled in favour of the Company. Likewise, if no response to a grievance is received by the Union from the Company within the time limits set forth, the grievance will be considered to have been settled in favour of the Union.
- 13.12 (2009) An employee shall suffer no loss of wages and benefits should a disciplinary or coaching meeting be held within his/her scheduled shift. If the meeting is scheduled outside of the scheduled shift, an employee will be paid as per the contractual "minimum callout pay" provisions of the collective agreement.

Article 14 - ARBITRATION PROCEDURE

- 14.1 (89) 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.
- 14.2 (2000) A grievance concerning the interpretation or alleged violation of this Agreement or appeal by an employee that he/she has been unjustly disciplined or discharged and which is not settled at Step 3 may be referred by either party to Arbitration for final and binding settlement without stoppage of work in accordance with the regulations of the Alberta Labour Relations Code.
- 14.3 (a) (89) The request for Arbitration must be made in writing thirty (30) calendar days following the decision rendered under Step 3.
- (b) The party requesting Arbitration shall submit the names of three (3) arbitrators. If none of these is acceptable, the other party shall in turn, within twenty-one (21) calendar days, submit a list of three (3) arbitrators. If the parties cannot agree, the Minister of Labour shall be requested to select and appoint an arbitrator.
- 14.4 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/she shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 14.5 The time limits as provided herein may be extended by mutual agreement.

Article 15 - LEAVE OF ABSENCE

- 15.1 Employees requesting leave of absence shall make written application to their Department Head. The Company may, at its discretion, grant such leave of absence for a period up to three (3) months provided the services of the employee are not immediately required and there is an employee available who has the qualifications to perform the work. Such leave of absence shall be granted in writing.
- 15.2 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.
- 15.3 An employee who fails to report for duty on or before the expiration of a leave of absence shall forfeit his/her seniority and his/her name will be removed from the seniority list.
- 15.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 15.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service, except for reasons of health, other exceptional circumstances, or by agreement between the Company and the National Representative.
- 15.6 (2009) An employee (no more than one (1) concurrently) elected or appointed as a paid representative of the employees covered by this agreement or appointed as a National Representative for the National Union shall be granted a leave of absence. This request must be made in writing to the General Manager at least ninety (90) calendar days in advance. Such leave of absence will be without pay and benefits. For as long as he/she continues to hold said position he/she will maintain his/her accrued seniority within the bargaining unit. Upon prior notice of at least thirty (30) calendar days, the employee may resume the duties previously fulfilled before departure and the provisions of this Agreement shall resume relative to pay and benefits.
- 15.7 (2011) Upon written request of the National Representative and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted leave of absence without loss of pay for that purpose. When possible, two (2) weeks' notice will be given by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence. The Company will invoice the Local Union for reimbursement for wages and benefits plus a five percent (5%) administration fee. The Local Union will provide reimbursement within thirty (30) calendar days upon receipt of said invoice.
- 15.8 (2003) 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/she has established seniority rights.

15.09 **Maternity Leave** (2000)

(2003) In accordance with the Employment Standards Act of Alberta, and amendments thereto, the Company agrees to provide an unpaid leave of absence to an employee as follows:

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

or

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

15.10 **Bereavement Leave** (2003)

An employee having completed at least six (6) months' service shall be entitled during each subsequent year of service to a leave of absence up to a maximum of five (5) days without loss of wages in the event of the death of spouse, child or step-child, parent or step parent, brother or sister. Such leave to be for the purpose of arranging and/or attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

An employee having completed at least six (6) months' service shall be entitled during each subsequent year of service to a leave of absence up to a maximum of four (4) days without loss of wages in the event of the death of mother-in-law or father-in-law such leave to be for the purpose of arranging and/or attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

An employee having completed at least six (6) months' service shall be entitled during each subsequent year of service to a leave of absence up to a maximum of three (3) working days without loss of wages in the event of the death on each occasion, of grandparent or grandchild such leave to be for the purpose of arranging and/or attending the funeral of the deceased or for such other related requirement that would reasonably have necessitated time off duty.

For the purpose of attending funeral services outside the province of Alberta, employees shall be entitled to an additional two (2) days without pay. Upon request from an eligible employee, the Company may, at its discretion, grant additional leave without pay.

15.11 Paid Education Leave (2000)

The Fairmont Jasper Park Lodge has agreed to pay into a special fund, two cents (\$0.02) per hour worked per employee represented by Unifor for the purpose of providing Paid Education Leave. Said monies will be paid by the Company on a quarterly basis and within thirty (30) calendar days following the end of each quarter, into a trust fund established by Unifor for this purpose, and will be made payable and remitted to the following: Unifor, Paid Education Leave Training Fund, c/o Unifor, 205 Placer Court, North York, ON M2H 3H9.

Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between The Fairmont Jasper Park Lodge and Unifor, Local 4534, and subject to the operational requirements of the service.

(2009) A leave of absence without pay will be granted up to two (2) members, at a time, of the bargaining unit selected by the Union to attend an educational program offered by Unifor at Unifor Family Education Centre in Port Elgin, Ontario.

(2009) Such leave shall be requested by the Local President or designate in writing to the Director of Human Resources, providing at least fourteen (14) days advance notice.

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

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

15.12 Compassionate Leave

(2006) An employee, upon written request may be granted a compassionate care leave of up to eight (8) weeks, commensurate and in accordance with the Employment Insurance provisions. Such request shall not unreasonably be denied

Article 16 - ATTENDING COURT

- 16.1 (2000) An employee who has at least one (1) year of continuous service with the Company, who is summoned for jury duty and/or subpoenaed as a witness other than as the accused, shall be granted leave of absence for any day on which he/she reports for such jury or witness duty. Should the employee receive jury duty or witness pay, he/she shall be reimbursed an amount to ensure no loss in regular pay of up to ten (10) days once during the life of the Collective Agreement, and, only upon providing the Company with the documentation attesting to such.

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 (1 ½) times his/her hourly rate, and if required to be away from home station will be reimbursed reasonable expenses on production of receipts. Any fee or mileage accruing shall be assigned to the Company.

Article 17 - HEALTH AND BENEFITS

17.1 (2003) Employees shall be entitled to the Alberta Health Care Insurance Plan and the Fairmont Hotels and Resorts Group Benefit Plan for Full-time Unionized Employees of The Fairmont Jasper Park Lodge, and as amended thereafter, following the completion of an eligibility period. The Employer is responsible for the administration, application and provision of the benefits in this Article.

(2006) Upon completion of the waiting period, an employee shall become eligible for any of the benefits stated herein. The Company shall provide the proper forms to each employee at the beginning of their employment.

(2009) “Once an eligible employee has become entitled for any of the benefits stated herein, said benefits shall become effective the first (1st) day of the month following the completion of the eligibility period as outlined below.”

Said Plan shall have the following waiting periods which shall start from the date of last hiring:

(2011) Said Plan shall have the following eligibility periods :

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

Said Plan shall provide the following:

- (a) MEDICAL COVERAGE - coverage within the Alberta Health Care Insurance Plan.
- (b) (2011) LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT - as described in the booklet, “The Fairmont Hotels & Resorts’ Group Benefit Plan for Full-time Unionized Employees of The Fairmont Jasper Park Lodge” in effect as of April 1st, 2000 and as amended by the following modification:
 - Increase Life Insurance and A.D.& D. coverage to \$60,000 effective April 1st, 2011.
 - Life Insurance at retirement shall be at \$5,000.
- (c) (2013) WEEKLY INDEMNITY - as described in the booklet, “The Fairmont Hotels & Resorts’ Group Benefit Plan for Full-time Unionized Employees of The Fairmont Jasper Park Lodge” in effect as of April 1st, 2000 and as amended by the following modification:
 - Increase WI cap to \$475/week as of April 1st, 2011.
January 1st, 2014 \$485/week

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

17.1 (cont'd)

- (d) DENTAL PLAN - as described in the booklet, "The Fairmont Hotels & Resorts' Group Benefit Plan for Full-time Unionized Employees of The Fairmont Jasper Park Lodge" in effect as of April 1st, 2000 and as amended by the following modification:
 - Provide orthodontics to a lifetime maximum of \$1000 for dependent children under 18 effective March 1st, 2004.

- (e) (2013) EXTENDED HEALTH CARE PLAN - as described in the booklet, "The Fairmont Hotels & Resorts' Group Benefit Plan for Full-time Unionized Employees of The Fairmont Jasper Park Lodge" in effect as of April 1st, 2000 and as amended by the following modification:
 - Increase paramedical amount to \$1,000 per calendar year effective January 1st, 2006. Increase paramedical amount to \$1,100 per calendar year effective January 1st, 2014
 - Increase hearing aid coverage from 5 years to 4 years maximum \$500, effective April 1st, 2004.

- (f) (2013) VISION CARE PLAN - as described in the booklet, "The Fairmont Hotels & Resorts' Group Benefit Plan for Full-time Unionized Employees of The Fairmont Jasper Park Lodge" in effect as of April 1st, 2000 and as amended by the following modification:
 - Provide for laser eye surgery as an eligible expense effective the first day of the month following notice of ratification.
 - Maximum \$350.00 every two (2) years.
 - Eye exams to be reimbursed every twelve (12) months at \$50.00 maximum as of January 1st, 2014.

17.2 (2000) All employees covered by the above plans will receive full coverage, same to be paid by the Company in accordance with the provisions of article 17.3. Any taxes associated with said benefit(s) shall be borne by the employees.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 17.3 (2000) Full-time enrolled employees will have one hundred percent (100%) of their premiums paid by the Company if they work eighty (80) regular hours or more in that month.

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

An enrolled employee who does not qualify in any given month by having worked less than sixty (60) regular hours in that month, shall have one hundred percent (100%) of the total monthly premium deducted from their wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Company one hundred percent (100%) of the appropriate monthly premium amount if group coverage is to be maintained.

In the event that coverage should be interrupted, an employee may re-qualify as indicated above.

- 17.4 (2000) With the exception of the Alberta Health Care Insurance Plan, the benefits set out in this Article, and the eligibility for such benefits, shall not be changed or modified for the life of this Agreement except by negotiation and mutual agreement of the Union and the Company.

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

- (b) (2011) The Company shall, for those employees who are covered under the Health and Benefits Plan, as stated in this Article, on January 1st of each year, create a sick day entitlement list using the number of regular hours paid in the preceding calendar year. Said entitlement shall be equal to one (1) hour for each eighty-one (81) regular hours paid in said preceding calendar year to a maximum of twenty-four (24) hours. The accumulated days may be taken in increments of one half ($\frac{1}{2}$) day (four (4) hours) or one (1) full day of eight (8) hours. Should there be insufficient hours remaining in the bank to cover a four (4) hour or eight (8) hour sick day the remaining balance will be paid out as part of the said sick day. This sick day entitlement will not be cumulative from year to year.

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

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 17.6 (2000) An employee who is in receipt of either Weekly Indemnity or Workers Compensation benefits will have his/her Group Benefit Plan for Unionized Employees of The Fairmont Jasper Park Lodge maintained for a period of up to twelve (12) calendar months following the commencement of his/her disability. The payment of the monthly premiums will not be modified during said period. Following said period, the employee may have his/her Health & Benefits Plan maintained for a further period of up to twelve (12) months, provided said employee assumes the full cost of same and pays the total premium in advance.
- 17.7 (2009) An eligible employee having completed one (1) year of service or more with the Company and who is on approved Leave of Absence (including parental leave), or is laid-off, may have his/her Group Benefit Plan for Unionized Employees of The Fairmont Jasper Park Lodge maintained for a period of up to six (6) months, provided said employee assumes the full cost of same and pays the total premium in advance, or on a monthly basis.
- 17.8 (2003) There shall be no discrimination based on sexual orientation in the case of Family coverage as specified in the "Group Benefit Plan for Unionized Employees of The Fairmont Jasper Park Lodge".
- An employee availing him/herself of this provision shall be responsible for payment of any and all associated taxation requirements and will be assured the strictest of confidence.
- 17.9 (2011) Dental fees will be updated (in the month of January) as determined by the insurance company based on an automatic fee guide update instead of a lag year fee guide.

Article 18 - PROBATIONARY EMPLOYEES

- 18.1 An employee having sixty (60) days of actual work or less accumulated service will be considered as on probation and if found unsuitable, will not be retained in the service of the Company.

Article 19 - TRAINING FOR PROMOTION

19.1 (2009) Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose opportunity shall be afforded during their regular working hours provided that such arrangements do not interfere with the performance of their regularly assigned duties. The Company may also, for this purpose, make arrangements with employees to exchange positions temporarily, without effect upon the rates of pay of the employees concerned.

19.2 **Training During Normal Working Hours** (2006)
An employee required by the Company to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.

Training Outside Normal Working Hours

(2000) An employee required by the Company to take training outside his/her normal working hours will be compensated as follows:

- a) during a regular working day up to ten (10) continuous hours at their regular rate of pay,
- b) after ten (10) continuous hours in a regular working day at time and one-half their regular rate of pay,
- c) on a scheduled day off all hours in training in excess of forty-four (44) regular hours in a week shall be at time and one-half their regular rate of pay.

Article 20 - WORKPLACE HARASSMENT (2000)

- 20.1 (2011) The Company and the Union agree to subscribe to the principles of the Human Rights Act of Alberta.
- 20.2 All employees, union or non-union, have the right to work in an environment free from discrimination and harassment, including sexual harassment. The Company, the Union and all employees are committed to this principle.
- 20.3 The Company and the Union agree to adhere and uphold the Harassment Prevention Policy established by Fairmont Hotels & Resorts. The policy will be available to all employees.
- 20.4 The Company shall ensure that employees occupying an excluded position adhere to and be governed by said policy and the Union will do likewise respecting bargaining unit employees.
- 20.5 (2000) Any amendments to said policy shall be forwarded to the Local Chairperson and a copy shall be sent to the National Representative of the Union.
- 20.6 It is understood that the application of the Harassment Prevention Policy and any action taken as a result of the Policy, are matters subject to the grievance procedure.
- 20.7 (2006) When an employee is involved as a complainant or accused offender, said employee must have union representation during a hearing concerning the application of this article.
- 20.8 (2006) Any complaint involving allegations of harassment may be reported in confidence directly to the Manager, the Director, Human Resources and/or Unifor 4534 Local Chairperson.

All complaints will be investigated promptly, thoroughly and in a manner that protects the privacy interest of all involved – the accused offender as well as the complainant.

The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related corrective actions.

The individual accused of harassment has the right to know and respond to all allegations.

20.9 **Nature of communications**

(2013) Every employee, union or management representative, is entitled to fair treatment in the workplace and shall not discriminate against any person as per the *Alberta Human Rights Act*.

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

Article 21 - HEALTH AND SAFETY (2003)

21.1 The Company, its employees, and the Union agree to adhere to and uphold the Occupational Health & Safety Policies and Procedures set by Fairmont Hotels & Resorts, as described in the current Manual used and implemented by the joint Health & Safety Committee, as well as all applicable legislation.

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

21.2 Company responsibility

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

21.3 Employee responsibility

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

21.4 Joint Health and Safety committee

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

21.5 Right to accompany inspector

(2013) Subject to the demands of service, a union appointed Health and Safety Committee Representative or designate shall accompany an inspector of the Workers' Compensation Board or Alberta Workplace Health and Safety inspector on inspection tours and any reports will be reviewed by the Joint Health & Safety Committee.

21.6 Pay for attending monthly meetings

The Company agrees that an employee carrying out his/her responsibilities as representatives of the Joint Health & Safety Committee will be paid their regular hourly rate for that time, in accordance with the provisions of the collective agreement as it relates to attendance of Company meetings.

21.7 **Right of refusal**

No employee shall be discharged, penalized or disciplined for refusing to carry out any work process or operate any equipment where they have a reasonable cause to believe that it would create an undue hazard to the health or safety of any person.

(2011) There shall be no loss of pay, seniority or benefits during the period of refusal. However, the employee is required to immediately report the circumstances of the unsafe condition to the Employer who will investigate the matter and attempt to resolve it. If the matter remains unresolved, further investigation will be required including the Employer, the employee, and the Union representative of the Health and Safety Committee or a designate. If the matter still remains unresolved, the Employer and the employee or a Union representative shall notify an officer of the Alberta Workplace Health and Safety or investigation and decision orders if required. The employee may be assigned temporarily to alternative work until the matter is resolved. The supervisor will ensure that no other employee or outside contractor is asked or permitted to perform the refused work in accordance with the provisions of the Occupational Health and Safety Act.

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

Article 22 - REHABILITATION

- 22.1 (2000) The rehabilitation program is a temporary program in which employees may be placed, should they become temporarily incapacitated to fulfill the requirements of their position. The program allows employees to recuperate in order to be re-instated into their position.
- 22.2 (2003) In the application of this Article the provisions contained in the Fairmont Hotels & Resorts policies and procedures on “Return to work Programs” shall apply.
- 22.3 (2009) All known particulars of each case, subject to this Article and in compliance with the “*Personal Information Protection Act*”, shall be shared by the Company and the Union. All information shall be handled in the strictest of confidence.
- 22.4 (2000) In order to be considered for this program the employee’s physician must supply all pertinent medical information requested by the Company. The recommended program will be subject to the approval by the employee’s physician and if required the Company’s physicians. Following said recommendation, said employee may be placed in a position covered by this agreement which he/she is qualified to fill.
- 22.5 (2000) An employee placed in a position under the provisions of this Article shall not be displaced by an able-bodied employee so long as the employee remains in such position. When he/she subsequently recuperates, he/she shall be returned to his/her former position with no loss of seniority.
- 22.6 (2000) Employees who have been placed under this program may be required to furnish monthly medical reports to the Human Resources office indicating the status of the medical condition. Failing which, they shall then be deemed to have recuperated and shall no longer be able to avail themselves of the program.
- 22.7 (2000) An employee on the program will not be allowed to apply to bulletined positions unless each application is accompanied by a current doctors report indicating the employee is physically and/or mentally fit to fulfill the requirements of the position. If awarded the position the employee will be removed forthwith from the program.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

22.8 (2000) Employees on W.C.B. or, on Weekly Indemnity may be assigned to other suitable duties, when approved by the W.C.B. and/or the employee's physician, and subject to the limitations of their disability, in any other classification under this agreement.

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

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

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

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

Article 23 - MISCELLANEOUS

23.1 **Uniforms and work clothes**

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.

23.2 **Posting of union notices**

Notice of interest to employees may be posted on the premises by the Union in locations agreed to by the Company. Notice boards for this purpose shall be provided by the Union and shall be in keeping with general furnishings.

23.3 (2003) 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.

23.4 (2003) **Contracting out**

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

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

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

23.5 **Service letters**

The Company shall return to new employees within thirty (30) days of 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.

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

- 23.6 Provided an employee so requests it in writing to the Local Chairperson and upon such request be brought to the Director, Human Resources, the amount of gratuities to such employee shall be made known to the Local Chairperson.
- 23.7 **Staff cafeteria**
Dining facilities for employees shall be maintained by the Company. The meals served there are to be available at the cost of same to the Company.
- 23.8 A Labour Management meeting will be held once a month with management and one representative of each department. Such meeting will not incur any loss of pay to employees.
- 23.9 (92) This agreement may be revised only upon mutual agreement in writing between the General Manager of the Company or his/her designate and the National Representative of the Union or his/her designate.
- 23.10 **Tool Allowance – Culinary, Engineering and the Grounds Mechanic (2003)**
Where an employee is expected to provide certain tools necessary in performing daily duties, the following will apply:
- (a) said employee must supply a complete and current inventory of all personal tools, duly identified, that are used in performing daily duties to their department head by October 1st annually, following which the department head will confirm and approve said inventory;
 - (b) (2011) in the event of wear and tear, breakage, damage or theft of said inventoried tools during working hours, the Company will, upon the presentation of purchase receipt and with the approval of the specified department head reimburse the cost of replacement with a tool equivalent to that inventoried, to a maximum of one hundred and seventy-five dollars (\$175.00) total per collective agreement year total.
 - (c) employees are responsible for the security and safekeeping of their tools.
- 23.11 (2006) The Company will be responsible for printing and providing a copy of the collective agreement in booklet form to all employees in English which shall be no smaller than 6 x 8 inches.

23.12 Interpretations

(2003) All questions arising with respect to the application or interpretation of the provisions of this Agreement shall be referred through the regular channels to the Human Resources Office. Interpretations when mutually agreed to between the National Representative or the Local Chairperson of the Union and the proper officers of the Company will be signed by the signatories to the Agreement.

23.13 Locker and washroom facilities

(2003) The Company will provide and maintain lockers where it is the practice to do so. Washroom facilities shall be provided and maintained in a clean and sanitary condition by the Company.

23.14 Shoe allowance

(2011) The Company will provide reimbursement to replace or repairing of one pair of safety shoes, to a maximum of eighty-five dollars (\$85.00) per collective agreement year, effective April 1st, 2010, for employees who have completed their probationary period and are required by the Company to wear CSA steel toe safety shoes. The style and colour of the shoes must be approved by the Company.

Employees may choose to carry over this benefit to every second year so as to have twice the annual benefit available and shall receive reimbursement based on such.

Employees will receive said amount so long as the shoes are worn on the job. Payment will be made upon presentation of proof of either replace or repair.

23.15 (2003) Should the Company introduce or revise an existing policy relating to rules and regulations, said introduction or revision shall be bulletined, forty-eight (48) hours prior to its implementation, in the Department(s) concerned.

23.16 Employee liability (2003)

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

23.17 **Culinary apprentice (2006)**

POSTING OF POSITIONS

Should the Company intend to open positions for the culinary apprenticeship program within the Culinary Department, said positions will be bulletined in accordance with Article 7.

RATE OF PAY

(2009) Apprentices and Journey Persons will be paid as provided in Schedule "A" from year to year upon successful completion of the requirements of the program. Successful completion of the program shall mean the date on which the person wrote their exam and received a passing mark.

RULES AND REGULATIONS

Culinary apprentices will be trained in accordance with the rules and regulations established by the Alberta Apprenticeship and Industry Training Act and in conjunction with the Canadian Federation of Chefs de Cuisine.

ASSIGNMENT UPON COMPLETION

(2009) Upon successful completion of a culinary apprenticeship program which was approved and sponsored by the company and where no opening exists at the time of completion of the apprenticeship program, the employee will be retained in the service of the Hotel. Said employees shall receive the rate equal to their Journey person's classification as outlined in this agreement.

TECHNICAL TRAINING

All culinary apprentices will be scheduled in all areas of the Culinary Department in order to achieve full training. The Company will schedule (in accordance with the appropriate school's availability) the apprentice within thirteen (13) calendar months from the date of entering into a level of the program to attend the technical training portion of the apprenticeship.

FAIRMONT EDUCATION ASSISTANCE PROGRAM

Once a culinary employee has been awarded an apprenticeship program position and accepted into the Fairmont Education Assistance Program in accordance with its rules and regulations, the benefits of the FEAP will not be refused or cancelled for the duration of up to three (3) years in the program without justifiable reason.

MAINTENANCE OF BENEFITS

The Company will maintain full payment of the Health and Benefits Plan premium for culinary apprentices while attending the scheduled technical training portion of the program.

23.18 Early retirement

(2009) Effective January 1st, 2009 and every year thereafter, an early retirement allowance based on a fifteen (15) hours per years of service will be introduced and applicable for employees who, during the current year will reach the age of sixty (60) and have achieved twenty (20) years of continuous service. Said early retirement shall be capped at five thousand dollars (\$5,000.00). To be eligible an employee who will reach the age of sixty (60) in the year, will have to notify, in writing, the Company no later than thirty (30) calendar days prior to his/her intention to retire. Payment of said early retirement allowance shall be made with the first (1st) pay period immediately following the last day of work.

23.19 Women's Advocate

(2011) Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. Unifor may appoint a Woman's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

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

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

This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

It is recognized that men sometimes find themselves in the same situations; the Women's Advocate will be able to help any member in need regardless whether they are male or female.

23.20 (2011) If the insurance company supports an approved return to work program, the Company will pay for the cost of physical abilities assessment medical note if the Company requires such verification.

Article 24 - RECOGNITION OF MANAGEMENT FUNCTIONS

- 24.1 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 the provisions of this Agreement or unduly discriminatory to any employee or group of employees.

Article 25 - PENSION PLAN
(2011)

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

Article 26 - DURATION OF AGREEMENT

26.1 The contract shall be effective on the date of signature and shall remain in full force and effect until March 31st, 2015 and therefore subject to sixty (60) days notice may be served at any time subsequent to January 31st, 2015.

Signed in Jasper, Alberta this 23rd day of August 2013.

For the Company:

Michael Ford

Jennifer Melanson
Director, Human Resources

Wayne Hnatyshin
Director of Operations

Markus Treppenhauer
General Manager

David Roberts
Regional V.P., Rocky Mountain Region &
General Manager, The Fairmont Banff Springs

For the Union:

Brian Lackey
President, Unifor Local 4534

Christian Poisson
Bargaining Committee

Matthew Parker
Bargaining Committee

Ron Lacelle
Bargaining Committee

Tanya Steinmetz
Bargaining Committee

Todd Romanow
Unifor National Representative

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

Schedule "A" DEPARTMENT AND RATES OF PAY (HOURLY RATES)

(S - Starting, I - Interim, R - Regular)

Classification	Present Rate			April 1 st , 2013 (2.5%)			April 1 st , 2014 (2.25%)		
	S	I	R	S	I	R	S	I	R
GROUP 1 – HOTEL									
<i>Dining Room</i>									
* Captain Server		10.93	11.60		11.20	11.89		11.46	12.16
Hostess	11.09	11.74	12.26	11.37	12.03	12.57	11.62	12.30	12.85
Server	9.67	9.67	10.02	9.91	9.91	10.27	10.13	10.13	10.50
Busperson	9.67	9.67	10.02	9.91	9.91	10.27	10.13	10.13	10.50
Cashier	11.20	12.17	12.84	11.48	12.47	13.16	11.74	12.75	13.46
Mini Bar Attendant	11.60	12.58	13.27	11.89	12.89	13.60	12.16	13.18	13.91
7 th Tee Attendant	11.20	12.17	12.84	11.48	12.47	13.16	11.74	12.75	13.46
In Room Dining Night Server	11.20	12.17	12.84	11.48	12.47	13.16	11.74	12.75	13.46
Fitzhugh's Attendant	11.20	12.17	12.84	11.48	12.47	13.16	11.74	12.75	13.46
Golf Course Captain			14.19			14.54			14.87
** Culinary Services									
*Senior Chef de Partie		19.45	20.88		19.94	21.40		20.39	21.88
*Chef de Partie		18.63	19.95		19.10	20.45		19.53	20.91
Journeyperson Cook		17.26	18.48		17.69	18.94		18.09	19.37
*First Cook		15.88	17.05		16.28	17.48		16.65	17.87
*Second Cook		13.47	14.46		13.81	14.82		14.12	15.15
*General Cook		12.56	13.48		12.87	13.82		13.16	14.13
Apprentice Cook – 1 st year		12.56	13.48		12.87	13.82		13.16	14.13
Apprentice Cook – 2 nd year		13.47	14.46		13.81	14.82		14.12	15.15
Apprentice Cook – 3 rd year		15.88	17.05		16.28	17.48		16.65	17.87
** Stewarding									
Stewarding Supervisor	12.24	13.33	14.99	12.55	13.66	15.36	12.83	13.97	15.71
Steward	11.43	12.44	14.02	11.72	12.75	14.37	11.98	13.04	14.69
Night Cleaner Supervisor	14.40	15.51	17.32	14.76	15.90	17.75	15.09	16.26	18.15
Night Cleaner	12.24	13.33	14.99	12.55	13.66	15.36	12.83	13.97	15.71
Staff Cafeteria Cashier	11.20	12.18	12.84	11.48	12.48	13.16	11.74	12.77	13.46
Grounds & Golf Course									
* Supervisor		16.89	17.82		17.31	18.27		17.75	18.68
* Irrigation Technician		16.89	17.82		17.31	18.27		17.75	18.68
* Section Leader		15.29	16.16		15.67	16.56		16.02	16.93
Backhoe Operator (#1)			25.49			26.13			26.72
Labourer	13.36	14.41	15.26	13.69	14.77	15.64	14.00	15.10	16.00
Grounds Mechanic		23.35	24.19		23.93	24.79		24.47	25.41

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

Classification	Present Rate			April 1 st , 2013 (2.5%)			April 1 st , 2014 (2.25%)		
	S	I	R	S	I	R	S	I	R
Bar									
Bar Captain			14.19			14.54			14.87
*Barperson		12.44	13.12		12.75	13.45		13.04	13.75
Server	9.67	9.67	10.02	9.91	9.91	10.27	10.13	10.13	10.50
Service Desk (including gratuities)									
Bell Captain	18.40	18.96	19.51	18.86	19.43	20.00	19.28	19.87	20.45
Bell Person	14.69	15.19	15.71	15.06	15.57	16.10	15.40	15.92	16.46
Transfer Service			13.51			13.85			14.16
Bus Driver			18.03			18.48			18.90
Housekeeping									
*Housekeeping Supervisor		14.26	16.05		14.62	16.45		14.95	16.82
Houseperson	11.83	12.75	13.95	12.13	13.07	14.30	12.40	13.36	14.62
Room Attendant	11.83	12.75	13.95	12.13	13.07	14.30	12.40	13.36	14.62
*Head Houseperson		14.26	16.05		14.62	16.45		14.95	16.82
Housekeeping Clerk	13.07	14.26	16.05	13.37	14.62	16.45	13.67	14.95	16.82
Health Club									
Health Club Attendant	11.83	12.75	13.95	12.13	13.07	14.30	12.40	13.36	14.62
Recreation Attendant	12.93	13.86	15.04	13.25	14.21	15.42	13.55	14.53	15.76
Laundry / Valet									
* Washperson		15.01	16.55		15.39	16.96		15.74	17.34
Dry Cleaner		15.01	16.55		15.39	16.96		15.74	17.34
Assistant Valet	12.58	13.71	15.18	12.89	14.05	15.56	13.18	14.37	15.91
Laundry Attendant	11.58	12.51	13.95	11.87	12.82	14.30	12.14	13.11	14.62
Valet Attendant	11.71	12.72	14.17	12.00	13.04	14.52	12.27	13.33	14.85
Porter	12.84	13.89	15.39	13.16	14.24	15.77	13.46	14.56	16.12
Stores									
*Head Store Person		14.28	15.77		14.64	16.16		14.97	16.53
Storekeeper	11.91	12.95	14.41	12.21	13.27	14.77	12.48	13.57	15.10
Staff Services									
* Head Houseperson		14.26	16.05		14.62	16.45		14.95	16.82
Houseperson	11.58	12.51	13.95	11.87	12.81	14.30	12.14	13.10	14.62
Seamstress	11.89	12.89	14.33	12.19	13.21	14.69	12.46	13.51	15.02
Recycling Person	11.83	12.75	13.95	12.13	13.07	14.30	12.40	13.36	14.62
Conference Services									
* Head Houseperson		13.35	14.27		13.68	14.63		13.99	14.96
Houseperson	10.72	11.65	12.30	10.99	11.94	12.61	11.24	12.21	12.89
Public Areas									
* Head Houseperson		14.26	16.05		14.62	16.45		14.95	16.82
Houseperson	11.83	12.75	13.95	12.13	13.07	14.30	12.40	13.36	14.62

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

Classification	Present Rate			April 1 st , 2013 (2.5%)			April 1 st , 2014 (2.25%)		
	S	I	R	S	I	R	S	I	R
GROUP 2 – MAINTENANCE									
Journeyman Plumber			29.87			30.62			31.31
Journeyman Electrician			29.87			30.62			31.31
Journeyman Carpenter			29.87			30.62			31.31
Auto Mechanic			29.87			30.62			31.31
Refrigeration Mechanic			29.87			30.62			31.31
Millwright			29.87			30.62			31.31
Water Treatment Plant Technician			29.87			30.62			31.31
Mason			28.42			29.13			29.79
General Mechanic			25.49			26.13			26.72
Journeyman Painter			28.42			29.13			29.79
Plumber			25.49			26.13			26.72
Carpenter			25.49			26.13			26.72
Painter			25.49			26.13			26.72
Night Engineer			27.01			27.69			28.31
Engineer			26.28			26.94			27.54
Relief Engineer (#2)									
Backhoe Operator (#1)			25.49			26.13			26.72
Sanitation Attendant			21.45			21.99			22.48
Maintenance Person IV			21.45			21.99			22.48
Maintenance Person III			19.03			19.51			19.95
Maintenance Person II			17.80			18.25			18.66
Maintenance Person I			16.79			17.21			17.60
Labourer			16.64			17.06			17.44
Truck Driver			16.81			17.23			17.62
Engineer's Clerk			16.98			17.40			17.79
Store Attendant			17.79			18.23			18.64

Collective Agreement
between The Fairmont Jasper Park Lodge and Unifor Local 4534

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

Notes: (2003) At the discretion of the Management, employees, after four (4) months from date of hire will go to the “T” Interim rate of pay. After an additional four (4) months, (or eight (8) months from date of hire, they will go to the “R” Regular rate.

(*) (2003) Employees holding positions within the Classifications marked with an asterisk (*) will be paid the interim rate for the first four (4) months, following which they will be paid at the regular rate.

(**) Employees working in classifications with the Department indicated with a double asterisk (**) will be entitled to duty meals on any given working days.

(#1) The classification of Backhoe Operator does not guarantee that an employee shall occupy said new classification. The Company will undertake to have an employee trained to operate and maintain the “Backhoe”. Furthermore, said employee shall only be paid the Backhoe Operator’s rate as per the provisions of article 10.3.

(#2) (2003) Said Relief Engineer classification shall only have one (1) incumbent. The incumbent shall receive the rate of pay in accordance to the classification under which he/she is performing work. Said Relief Engineer shall have preference on all relief work without the necessity of applying the provisions of Article 7.

(2003) To be entitled to the classification of Journeyperson: qualification card, license or ticket must be required by the Company.

(2009) Most senior labourer shall provide relief for Sanitation Attendant provided he is qualified and available.

LETTER OF UNDERSTANDING – ASBESTOS
(2006)

The Company and the Union agree to abide by Alberta Occupational Health and Safety Act, Code or Regulation when it comes to handling asbestos. Furthermore, the Company agrees to the following:

- have, available for review by the Local Chairperson, a copy of the April 2004 PHH Asbestos Consultation report or any subsequent reports;
- have, available for review by the Local Chairperson, updated information regarding any areas where asbestos abatement has taken place;
- provide training by a certified trainer for any worker who may have to work in areas where asbestos is or may be present;
- provide ongoing scheduled testing of workers who have been exposed to asbestos in accordance with provisions set out in the Alberta Occupational Health and Safety Act, Code or Regulation;
- provide to the Local Chairperson a list of workers presently employed who have been exposed to asbestos;
- when requested by the Union, materials must be tested for asbestos content prior to any renovations or work occurring.

Renewed (2013)
Renewed (2011)
Renewed (2009)

LETTER OF INTENT - GRATUITY SYSTEM

(2009) The parties agree that a gratuity system committee comprised of two (2) management representatives and two (2) union representatives (as appointed by the Local President or National Representative) will oversee and review the gratuity system on an ongoing basis.

The committee shall meet no less than quarterly to review all pertinent documentation relating to gratuity collection and distribution to employees covered by the collective agreement for services provided. Copies will be available upon request. The Company will put in place accounting procedures that will allow the committee to verify and audit collection and distribution of gratuities.

The system rules in place as of January 28th, 2002 (including agreed amendments since) shall govern and cannot be amended, changed or usurped unless done so by joint agreement in writing including the Unifor National Representative and the Local Union President with the exception of raising gratuity rates charged to guests or tours. The committee will produce and agree to an updated version that accurately reflects today's reality and practices taking into consideration the following guiding principles:

- of the gratuities collected for services rendered in F&B (Banquets, restaurants, conventions), sixty-seven percent (67%) will be for bargaining unit employees and the remaining thirty-three percent (33%) for the Company;

When applicable, it is understood that under the present system, should there be no incumbent under a classification, the number of "points" shall be reduced from total calculation for that group. Therefore, the amount of money allotted to that group shall be divided by the new total of points.

Except on an occasional and necessary basis, should an employee work in a dual group (i.e. supervisor/server or server/supervisor), no employee shall have his/her name appearing in the gratuity distribution list in more than one (1) group.

(2003) Any sharing of gratuities earned by scheduled employees with non-scheduled employees shall be at the sole discretion of the scheduled employees receiving said gratuities.

Renewed (2013)

Renewed (2011)

LETTER OF INTENT - SCHEDULING PRACTICES

(2009) The Human Resources Director and the Local Chairperson will meet regularly to review scheduling practices and ensure an effort is made to improve the current practice. The Company shall provide the Local Unit Chairperson with copies of any requested original posted schedule and final amended schedule.

Renewed (2013)

Renewed (2011)

LETTER OF INTENT – ROTATING SHIFT

Provided the appropriate permits are obtained by the The Fairmont Jasper Park Lodge, a twelve (12) hour rotating shift will be established for the shift Engineer classification.

It is further agreed that in order for the above special arrangement to be maintained, it will be subject to the following:

- rotations have to be agreed by the Building Supervisor;
- one shift Engineer shall keep himself available at all times for relief work;

(89) The present scheduling system will revert to normal scheduling should the Building Supervisor not be able to secure a relief shift engineer in case of need and it can be shown that schedule problem(s) can be resolved by reverting to an eight (8) hour shift.

Renewed (2013)
Renewed (2011)
Renewed (2009)
Renewed (2006)
Renewed (2003)
Renewed (2000)
Renewed (1997)
Renewed (1994)
Renewed (1992)

LETTER OF INTENT – SCHEDULING BY SENIORITY DURING SLOW PERIOD
(2013)

Following discussions during bargaining, the Company is prepared to meet with the Union to analyse the effects of scheduling by seniority in the Culinary and Food & Beverage departments.

During the period of January 14th, 2014 – April 14th, 2014, the Company agrees to have dual schedules created for each work week. One schedule would be done as per today's practice and the other by seniority. It is understood for this period of time, the working schedule would be the one created using today's practice. During this period, the Company and Union would meet no less than monthly to review the potential impact the secondary schedule (by seniority) would have on the operation and retention of colleagues.

The parties agree to review all data and information once compiled and shall meet to develop a Letter of Agreement if there are mutual gains that can be identified.

Renewed (2013)

LETTER OF AGREEMENT - STAFF ACCOMMODATION

Between
FHR Jasper Operations Corporation
(The Fairmont Jasper Park Lodge)
and
Unifor (Local 4534)

RE: CURRENT STAFF ACCOMMODATION (2000)

The parties herein agree that the following will cover the current staff accommodation for the duration of the collective agreement. It is the goal of the Company to provide staff with on site accommodation.

The Company recognizes the relationship between the employee's total compensation package and the cost of all current staff housing.

With the construction of the new Sir Henry Thornton Village, expectations are that density in the existing staff housing will be reduced. It is the Company's goal to offer appropriate density throughout the complete staff housing complexes.

Night Cabin will no longer be available as staff housing unit.

Density reductions will be made on a voluntary basis. No unionized employee will be forced to relocate either into the new Sir Henry Thornton Village or the existing accommodations, except in order to accommodate a unionized employee's request for "Prime" accommodation.

Where the density is reduced by the Company and not by the employee's choice, the Company will in cases of "standard accommodation" apply the appropriate housing cost and in the cases of "prime accommodation" housing cost shall be maintained.

(2013) Current staff accommodation housing cost, as per attached documents, will only increase in accordance with the following:

- April 1st, 2014 = 2%

It is agreed that the "Sir Henry Thornton Village" is not part of the Staff accommodation agreement.

Renewed (2013)

**THE FAIRMONT JASPER PARK LODGE
CURRENT STAFF ACCOMMODATION (HOUSING COST)**

Cost of housing in effect for the period up to March 31st, 2012.
(Increase of 2% as of April 1st, 2014)

CABIN	OCCUPANCY 1 PERSON (\$ MONTHLY)	OCCUPANCY 2 PERSONS (\$ MONTHLY)
A	170.30	142.52
B	170.30	142.52
C	170.30	142.52
D	292.50	182.86
E	526.76	526.76
E-5	292.50	292.50
G	202.86	n/a
H	115.26	115.36
J	197.42	170.30
K	197.42	170.30
L	200.76	173.54
M	115.26	115.26



THE FAIRMONT JASPER PARK LODGE

MAXIMIZING HOURS AGREEMENT

Under the Collective Agreement, clause 9.5, if you are not scheduled to work forty (40) hours in a week, you are permitted to work an additional day at your regular rate of pay in order to reach up to forty (40) hours. To benefit from the above please complete this form and see your supervisor.

I, _____, am interested in maximizing my hours of work.

Should I wish to end this agreement, I must notify my supervisor in writing, in advance of the next schedule being posted.

Employee Signature

Date

Supervisors Signature

Copy: Human Resources