

COLLECTIVE AGREEMENT

BETWEEN

**LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)**

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA,
(CAW-CANADA), LOCAL 4275**

**GOVERNING EMPLOYEES OF
THE FAIRMONT HOTEL VANCOUVER
VANCOUVER, B.C.**

AUGUST 1ST, 2005 - JULY 31ST, 2008

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ARTICLE 1
SCOPE

- 1.1 The provisions of this Agreement shall apply to employees of The Fairmont Hotel Vancouver in positions listed in Schedule "A" hereof and to employees who are assigned to positions similar in class or kind to those listed in Schedule "A" which might be created during the term of this Agreement.
- 1.2 The provisions of this Agreement shall not apply to persons employed in positions listed in Schedule "B" hereof, or to persons assigned to positions similar in class or kind to those listed in Schedule "B" which might be created during the term of this Agreement.
- 1.3 (2005) The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit describing the certification issued by the Labour Relations Board of British Columbia on the 13th day of April 1965, and amendments thereto. The parties expressly agree that the positions contained within Schedule "B" are not covered by this Agreement.
- 1.4 Banquet staff will be included under the scope of the Collective Agreement, governed by Schedule "C".
- 1.5 (2002) The Company agrees not to enter into any agreement or contract with the Union Employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement. Any such agreements which are not mutually agreed between the Director, Human Resources, and the appropriate Union Representative and the Local Chairperson of the Union will be null and void.

ARTICLE 2
UNION REPRESENTATION

- 2.1 (a) (2000) The Union will advise the Company the name of the National Union Representative representing the employees of the Bargaining Unit and any replacement/relief that may occur from time to time.
- (b) (2000) Thirty (30) days after the ratification of the agreement, the Union will provide the Company on a formatted disk a list confirming the name, department, and phone number of each elected/appointed Local 4275 Union Representative and their position within the Local. The Union will advise the Company of any changes to the list that may occur within thirty (30) days of such change.
- (c) (2000) The Company will advise the Union of the proper Officer(s) of the Company responsible for Labour Relations matters.
- 2.2 (2000) The Company shall recognize a duly appointed or elected departmental Union Steward provided that the Union has first advised the Company in writing of the name of the employee so appointed and the department they represent.

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

- 2.3 (1994) 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 his/her regular wages.
- 2.4 (2005) The Local Chairperson, and the President, upon advising the Company, shall be permitted to attend the monthly general meetings of the Local without loss of wages for a maximum of two (2) hours, same to be paid by the Company.

- 2.5 (1996) Authorized representatives of the Union may visit the Hotel's premises for the purpose of discussing or investigating any matter covered by this Agreement, it being understood there will be no interruption of work caused by such visitation. The authorized representatives of the Union shall contact the Director of Human Resources prior to arranging and pursuing such visitation.
- 2.6 (2000) Should a disciplinary meeting be held between an employee and the Company, the Union Steward or another elected union representative shall be present.
- 2.7 (2000) 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.
- 2.8 (1996) An employee elected or appointed as a salaried representative of the employees covered by this Agreement or appointed as a National Representative for the National Union, shall if requested 30 days in advance and in writing to the General Manager, be granted a leave of absence for as long as the employee continues to hold said position elected and/or appointed and will continue to accrue seniority within the bargaining unit.
- 2.9 (2005) Upon written request of the National Representative and/or Local Chairperson, employees delegated and attending general business of the Union shall be granted a leave of absence without pay for that purpose. As much advance notice as possible will be given to the Human Resources Director by the National Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.

It is agreed that such request will be made in writing a minimum of seven (7) calendar days prior to posting of the work week schedule for which the leave of absence is requested.

- 2.10 (2000) **Posting of Union Notices:** Notices of interest to employees may be posted on the premises by the Union. Notice boards for this purpose shall be provided by the Union and shall be in keeping with general furnishings.

An additional union board will be erected in the same corridor of the sub-basement as the current Union Notice Board. It will measure approximately four (4) feet by twelve (12) feet, and it will be erected from the corner out, closest to the men's locker room.

- 2.11 (2005) The Company shall provide to Local 4275 a membership listing including employee ID number, employee name, address, phone number, seniority date, hire date, department, classification and list status, at the end of each payroll year, and said information shall be on a disk. Said list shall also include retirees.

It is agreed that the Company will only supply the information on retirees that they have and in the form that they have.

- 2.12 (2005) The Company will release, without loss of regular earnings or benefits excluding gratuities, up to five (5) delegates to participate in negotiations up to and including mediation, with the Company, for the renewal of the Collective Agreement.

ARTICLE 3
DEDUCTION OF DUES

- 3.1 As a condition of employment at the time of employment, all employees occupying a scheduled position shall execute on a standard form an assignment of wages to cover Union initiation fee, monthly dues and applicable assessments.

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.

(2002) 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.

(1998) An employee may avail himself/herself of the provisions contained within the Union Constitution.

- 3.2 (2000) The amounts of initiation fee, monthly dues and assessments so deducted in the month will be remitted, within fourteen (14) days following the last day of said month, to the Local Office of the Union, together with a list of the employees to be credited. This is providing all provisions of the British Columbia Labour Relations Code are complied with by the Union.
- 3.3 (1994) All members of the bargaining unit must be members in good standing with the Union, and the Company, on the request of the Union, and in accordance with the Labour Relations Code of British Columbia, will discharge any employee who is not a member in good standing.
- 3.4 The Company shall not be responsible financially or otherwise either to the Union or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee within a mutually agreed payment schedule. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer or officers of the Union.

- 3.5 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 provisions of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence, except that if at the request of the Union counsel fees are incurred, these shall be borne by the Union, save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 4
PAID EDUCATION LEAVE

- 4.1 (1998) The Fairmont Hotel Vancouver has agreed to pay into a special fund two cents (\$0.02) per hour worked per employee represented by the CAW for the purpose of providing Paid Education Leave. Said monies will be paid by the Company on a quarterly basis and within thirty (30) calendar days following the end of each quarter, into a trust fund established by the CAW for this purpose, and will be made payable and remitted to the following:

CAW Paid Education Leave Training Fund
c/o CAW Family Education Centre
R.R. #1
Port Elgin, Ontario, N0H 2C0

- 4.2 (1998) Paid Education Leave will be requested and granted in accordance with the provisions of this Collective Agreement between The Fairmont Hotel Vancouver and CAW-Canada, Local 4275, and subject to the operational requirements of the service.

(2000) A leave of absence without pay will be granted to two (2) members (from different departments), at a time, of the bargaining unit selected by the Union to attend an educational program offered by the CAW at the CAW Family Education Centre in Port Elgin, Ontario. (2002) Such leave shall be requested by the Local Union President in writing to the Director of Human Resources, providing at least thirty (30) calendar days advance notice. Such request, upon approval, will be granted in writing for up to twenty (20) days class time (plus travel time as necessary).

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.

ARTICLE 5
DEFINITIONS

5.1 For the purpose of this Agreement:

- (a) **"Employee"** means a person holding seniority under the terms of this Agreement. Where the male gender is used it will be understood to include the female gender.
- (b) **"Company"** means "The Fairmont Hotel Vancouver".
- (c) **"Union"** means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 4275.
- (d) A **"Scheduled"** position means a position coming within the scope of this Agreement.
- (e) An **"Excepted"** position means a position which is excluded from the scope of the Agreement.
- (f) (1998) **"Qualifications"** means the normal requirements of the position and/or job-related skills. These requirements and/or skills may include at varying degrees and according to the duties to be fulfilled, presentation and courtesy.
- (g) A **"Temporary Vacancy"** is a vacancy in a scheduled position created by the absence or the temporary assignment elsewhere of the regularly assigned employee.
- (h) (1998) A **"Temporary Position"** is a position which is not a permanent position and will end with the completion of a job. It is understood that if the known duration is to exceed twenty (20) working days, said temporary position will be bulletined in accordance with the provisions contained within this Agreement.
- (i) (2002) **"Regular employee"**: an employee working in a position covered under Schedule "A" of this Collective Agreement, holding a fixed or flexible position whose name appears on either list "A" or list "B".

- (j) (i) (2002) List "A " shall be comprised of those regular employees who are unrestricted and available to work a minimum of thirty (30) regular hours up to forty (40) regular hours per work week over five (5) days.
- (ii) (2002) List "B " shall be comprised of those regular employees who have restrictions and are only available to work a minimum of sixteen (16) regular hours and up to twenty-nine (29) regular hours per work week. Once regular employees have elected to place their names under List "B", they shall only be entitled to move to List "A" if they are the successful applicant of a posted List "A" permanent vacant position.
- (2005) Once per calendar year, employees on List "B" may notify the Company no later than January 30th of their intention to move back to List "A" effective May 5th or September 5th.
- (2005) They will then, based on seniority, move to the List "A" once twenty-four (24) regular hours is anticipated or has occurred for four (4) or more consecutive weeks.
- (2002) The Company is reserving the right to limit the number of regular employees who may place their names on said List "B".
- (iii) (2005) "Restrictions" shall be defined as employees specifically indicating in writing the days and times that they are not available. List "B" employees can change their declaration of non-availability as per the provisions stated under the Letter of Agreement re: List "B" – Change of Restriction.
- (k) (2002) "**On Call employee**": a person working for occasional periods but not so employed for the purpose of depriving regular employees of their regular shifts.
- (l) "**Seniority**" is the length of continuous service in the bargaining unit which shall be applied as provided in Article 6 and as set out in other provisions of the Collective Agreement.

- (m) (2000) Except as otherwise provided in Article 8.2 and the Letter of Agreement re: Restricted Availability, a "**Fixed Position**" is a full-time position having a set work week of forty (40) hours with consistent starting times, finishing times, and consecutive days off.
- (2005) Notwithstanding the dates appearing in paragraph d) of the "Letter of Intent – Re: Fixed and Flexible Full-Time Position", effective with the first scheduled work week of January 2006, the Company will abolish present "Fixed Positions", except the following:
- Night Porter
 - Night Guest Agent
 - Night In Room Dining Server
 - Night Engineer
 - Night Telephone Operator
 - Guest Attendant performing the tasks of Parlour or Turn Down services.
- (n) (2002)
- (i) A "**Flexible Position**" is a position held by a regular employee whose schedule can be altered from week to week. Such positions shall be bulletined with no assigned shifts or days off.
- (ii) A regular employee whose name appears on list "A", occupying a flexible position, may request to have two (2) consecutive days off which shall not be altered from week to week. Such request may be granted for a temporary period/duration provided that the Company is able to maintain an adequate and qualified work force without incurring additional cost. It is understood that before granting such request, all senior regular employees occupying the flexible position will have been granted the same opportunity at the same time as the initial request was made.
- (o) (2002) An "**Internal Posting**": is a bulletin of position to which only regular employees of that classification and then the department are initially eligible to apply in the event of the application of Article 7.4.
- (p) (1994) "**Annual Gross Earnings**" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for regular time, overtime, vacation pay, and statutory holiday pay.
- (q) (1998) "**Work Week**" is defined as starting on Friday and ending the Thursday thereafter.
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- (r) (2002) "**Individual Grievance**":
Individual grievance shall mean a claim concerning unjust discipline or discharge, or dispute with reference to the interpretation, application or administration of this Collective Agreement.

- (s) (2002) "**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 in the name of and for a group of employees.

- (t) (2002) "**Policy Grievance**":
Is a disagreement that arises out of a general interpretation, application, administration or alleged violation of the collective agreement. Said grievance may only be filed either by the Local Chairperson, Local President or National Representative.

ARTICLE 6
SENIORITY

- 6.1 For seniority purposes employees shall be grouped in Accordance with Schedule "A", hereto.
- 6.2 (a) (2002) Within any particular classification within a department preference shall be given in accordance with seniority as to allocation of: days-off, shifts, holidays, overtime, layoffs, recalls and as set out in other provisions of this Agreement. It is agreed that once a regular employee has chosen a fixed position, the preference for days-off and shifts shall not apply. In the application of the herein provisions a regular employee whose name appears on List "A" shall have preference over a regular employee whose name appears on List "B".
- (b) (2002) It is agreed that a senior employees selection of days off and shifts shall not be granted, if by doing so it will prevent junior employees the possibility to maximize their regular hours.
- 6.3 (2002) A seniority list, one for regular employees whose name appears on List "A", one for regular employees whose name appears on List "B", one for "On Call" employees and one for employees covered by Schedule "C", for each seniority group shall be posted by the Company two (2) times a year in March and September. The list will show name, position and date from which each employee's seniority is accumulated.
- 6.4 (1996) No change shall be made in the seniority date of an employee that has appeared on two (2) consecutive seniority lists unless the seniority date appearing on such lists was protested in writing within the sixty (60) day period allowed for correctional purposes except by mutual agreement between the Director of Human Resources and the National Representative of the Union. When the seniority status of an employee is so corrected, the corrected status shall be final.
- 6.5 (2005) A lay-off is deemed to be an interruption in working hours for a period of seven (7) consecutive days within the employee's classification within his/her department. The Company will give regular employees affected as much advance notice of lay-off as possible. With the exception of emergency situations or of unforeseen circumstances beyond the Company's control, a lay-off notice shall be given as follows:
- (a) when it is known that a regular employee whose name appears on List "A" will be laid-off for a period of seven (7) consecutive days or more, said regular employee shall receive a lay-off notice of at least three (3) days.

6.5 (cont'd)

- (b) Should it be known that a regular employee whose name appears on either List "A" or List "B" will be laid-off for a period of thirty (30) calendar days or more, said regular employee shall receive a lay-off notice of at least fourteen (14) calendar days.
- (c) (2000) The Company will advise the affected employee(s) in writing of their options under the terms of the agreement.

6.6 When forces are being reduced, senior, qualified employees will be permitted to exercise their seniority.

6.7 **REDUCTION OF HOURS**

- (a) (2005)

A regular employee whose name appears on List "A" who has maintained an average of thirty (30) regular hours or more for a period of six (6) months excluding any relief hours (i.e. vacation, sickness, L.O.A., temporary position, etc) and who has had hours reduced within his/her classification within his/her department to less than thirty (30) regular hours as a result of being displaced by a senior regular employee, may accept the reduction of hours, or if it's as a result of a shortage of work as per the application of article 8.2, may accept the reduction of hours in accordance with article 8.2, or may exercise his/her seniority within his/her department or within his/her group.

It being understood that a regular employee who has chosen not to remain within his/her current classification must first exercise his/her seniority to another regular position of a greater number of hours than the hours held as per article 6.7 (a) previous to the reduction, within either his/her department or group.

Should there not be a position with greater hours, the employee may bump to a position with the greatest number of hours within either his/her department or group.

An employee, who otherwise would have been eligible to exercise his/her seniority as stated above, but who, as a result of other senior employees absences was able to maintain thirty (30) regular hours beyond the reduction of real hours, shall be eligible to bump on the return of the absent employee(s) should the real regular hours of the employee be less than thirty (30).

6.7 (cont'd)

- (b) (2002) A regular employee who has exhausted his/her seniority in his/her own group, may displace a regular employee in another group with a greater number of hours, provided the regular employee is qualified to perform the work. A regular employee who has exercised his/her seniority to another group shall retain his/her seniority within his/her original group and shall have his/her seniority dovetailed into his/her new group. The regular employee shall maintain his/her seniority in his/her original group for bidding purposes, and shall forfeit this right in the event he/she does not bid on the next posted regular position in his/her original group.
- (c) (2002) A regular employee displacing a junior employee will receive a full explanation of the duties of the position and must demonstrate his/her ability to perform the work within a trial period of at least five (5) working days in the case of displacement within the same classification, and of at least ten (10) working days in other circumstances and up to a maximum of forty-five (45) working days, which shall not be curtailed without reasonable cause. A regular employee who fails to successfully complete the trial period shall be allowed to exercise again his/her seniority.
- (d) (2002) A regular employee must make his/her choice in writing within seven (7) calendar days from such reduction or displacement, failing which the employee shall be deemed to have elected to have accepted the reduction of hours.
- (e) (2002) If it is known that the duration of reduction of regular hours is of a temporary nature (4 weeks or less), regular employees who have had a reduction of regular hours will not have access to the provisions of section (b) of this clause.
- (f) (2002) It is agreed that in all cases of displacement, said displacement shall only be effective following a thirty (36) hours notice of the intent to displace.

6.8 (2002) **LAY-OFF**

- (a) A regular employee whose name appears on List “A” and who is laid off may accept the lay-off or may exercise his/her seniority within his/her department or within his/her group

(2005) It being understood that a regular employee who has chosen not to remain within his/her current classification within his/her department must first exercise his/her seniority to another regular position within either his/her department or group, which has a greater number of hours than the hours the employee was working the week prior to the lay-off.

(2005) Should there not be a position of greater hours, the employee may bump to a position with the greatest number of hours within either his/her department or group.

(2005) In the application of this article, the week prior is defined as the scheduled work week prior to the first (1st) effective day of lay-off. The effective day of lay-off is the first day when no shift was available, whether due to advance notice or upon the completion of a seven (7) days interruption of work.

- (b) A regular employee who has exhausted his/her seniority in his/her own group, may displace a regular employee in another group with a greater number of hours provided the regular employee is qualified to perform the work. A regular employee who has exercised his/her seniority to another group shall retain his/her seniority within his/her original group and shall have his/her seniority dovetailed into his/her new group. The regular employee shall maintain his/her seniority in his/her original group for bidding purposes, and shall forfeit this right in the event they do not bid on the next posted regular position in his/her original group.
- (c) A regular employee displacing a junior regular employee will receive a full explanation of the duties of the position and must demonstrate his/her ability to perform the work within a trial period of at least five (5) working days in the case of displacement within the same classification, and of at least ten (10) working days in other circumstances and up to a maximum of forty-five (45) working days, which shall not be curtailed without reasonable cause. A regular employee who fails to successfully complete the trial period shall be allowed to exercise again his/her seniority.
- (d) A regular employee must make his/her choice in writing within seven (7) calendar days from receiving such notice of lay-off, failing which the regular employee shall be deemed to have accepted the lay-off.

6.8 (cont'd)

- (e) If it is known that the duration of layoff period is of a temporary nature (4 weeks or less), regular employees thus laid off will not have access to the provisions of section (b) of this clause.
- (f) It is agreed that in all cases of displacement, said displacement shall only be effective following a thirty (36) hours notice of the intent to displace.
- (g) Employees who have chosen to exercise their seniority shall not be deemed to be on lay-off for the purpose of recall.

6.9 When an employee is on vacation or leave of absence on the date of his/her displacement or the abolition of his/her position, the time limits established in Clause 6.7 (d) above shall apply from the date of his/her return to work.

6.10 Subject to Article 7.6, laid-off employees shall be permitted to apply for new positions or vacancies in other Seniority Groups when no qualified, laid-off employees are available in those groups.

6.11 (2002)

(a) **OFFICIAL RECALL :**

Laid-off regular employees must register their name and address and telephone number, in writing, at time of lay-off, with the Human Resources Office. The regular employee must also advise, in writing, the Human Resources Office of any change of address. A copy of this shall be provided to the Local Chairperson by the regular employee.

Regular employees who fails to comply with this requirement shall forfeit their seniority and their name shall be removed from the seniority list.

Laid-off qualified regular employees shall be recalled to service in order of seniority when regular hours become available into their classification. Regular employees, recalled from lay-off, shall be notified by registered mail or equivalent, or by telephone contact to the last address or telephone numbers on record with the Company. A copy of the recall notice shall be given to the Local Chairperson.

6.11 (cont'd)

(b) **TEMPORARY RECALL :**

Should the Company be in need of additional work forces for a period not justifying an official recall as per indicated in article 6.11 (a), because of a temporary increase in the workload or of employees' absence from work, it shall recall qualified employees in reverse order of lay off. It is understood that such recall shall not warrant the application of the provisions of article 6.5, once the recall is no longer required. An employee refusing two (2) such recalls, in a lay off period, without a valid and justifiable reason to the Company, shall not be entitled to a temporary recall until an official recall is activated. Furthermore, failing acceptance or refusing such recall said employee shall not be entitled to grieve for loss of revenue in the case of a refusal of temporary recall.

(c) When a minimum of twenty (20) regular hours of work a week is anticipated or has been available, for a consecutive four week period, an official recall shall be implemented.

6.12 (2002) Notwithstanding the above, a regular employee will forfeit his/her seniority and his/her name shall be removed from the seniority list:

(a) when the regular employee voluntarily resigns;

(b) when the regular employee is dismissed for ample and just cause;

(c) in the event a regular employee fails to return from an authorized leave of absence or is absent without just cause;

(d) When a laid-off regular employee fails to advise the Company of his/her intention to return to work within five (5) calendar days of receipt of an official recall notice, or fails to return to work (unless sick or victim of an accident) within seven (7) calendar days of receiving a return to work notice sent by registered mail or the equivalent to his/her last known address on record. Receipt of an official recall notice is deemed to be received no later than five (5) days of the date of mailing or in the event that such notice is hand-delivered, the date received, in any case, whichever is the first.

(e) a laid-off regular employee shall retain and accumulate his/her seniority and recall rights for a period of time equal to the length of continuous service, in any event this period shall not be less than three (3) consecutive months and not exceed twelve (12) consecutive months from date of lay-off.

- 6.13 (1998)
- (a) The names and seniority standings of employees who have been permanently appointed from Schedule A to Schedule B positions shall be removed from the seniority list(s).
 - (b) Schedule A employees who have been temporarily assigned to a fill a Schedule B position, shall remain on the seniority list, continue to pay union dues and, upon completion of the temporary assignment, said employee will return to his/her former Schedule A position without loss of seniority.
 - (c) Schedule C employees who have been temporarily assigned to a fill a Schedule B position, shall remain on the seniority list, continue to pay union dues and, upon completion of the temporary assignment, said employee will return to his/her former Schedule C position without loss of seniority.
- 6.14 (2002) A regular employee whose name appears on List "B" under no circumstances shall be permitted to displace a regular employee whose name appears on List "A". A regular employee whose name appears on List "B" shall be permitted to apply for a bulletined regular unrestricted permanent vacant position using his/her List "B" seniority date. A regular employee whose name appears on List "B" who bids on said bulletined position and is the successful applicant shall have his/her seniority date transferred to the List "A" seniority list, and his/her name shall then be removed from the list "B" seniority list after the employee has successfully completed the trial period of up to forty-five (45) working days.
- 6.15 (1998) At the request of a qualified Schedule A employee who would otherwise work less than forty (40) hours in a five (5) day work week, or a laid-off qualified Schedule A employee, "extra" shifts of work on banquets or functions that have not been assigned to available Schedule C employees, shall be assigned in accordance with the provisions of Schedule C - (7) Hours of Service, paragraph (d) in order to maximize his/her hours to not more than forty (40) in the work week. For this purpose, said employee shall inform his/her Schedule A supervisor of said extra shifts and will be paid at the governing Schedule C rate of pay without incurring overtime. The shift allocation will be made using the employee's Schedule A seniority date provided that the employee possesses the necessary skill, ability, experience and qualifications to do the required work.

- 6.16 (2002) **SENIORITY EQUIVALENCY FOR EMPLOYEES COVERED UNDER SCHEDULE "A":**
On August 1st, 2002, all regular full-time employees and regular part-time employees will be placed on a single list (list "A") and they will have a choice to make by August 15th, 2002 to be placed on List "A", List "B" or "On Call". Once they have elected their choice in writing to Human Resources, the followings shall take place:
- (a) Employees who prior to August 1st, 2002 were classified as "Regular Full-time Employee" or "Regular Part-time Employee" shall have their full seniority transferred under the List "A" or List "B" seniority list, which ever is applicable.
 - (b) Employees who as of August 1st, 2002 have their names on List "A" and who have their names transferred from List "A" to List "B", will have their full seniority inserted under List "B", and thereafter, seniority on List "B" shall accrue from August 15th, 2002 base on an hourly formula. Conversely the same shall apply in movement from List "B" to List "A". Said formula shall be as follows: 8 hours equal 1 day, 40 hours equal 1 week and 2080 hours equal 1 year. For purpose of scheduling, the seniority used shall be the one established as of August 15th, 2002 and thereafter the accrued seniority as established and appearing on the seniority list and posted twice every year, shall be the one used.
 - (c) Employees who have their names transferred either from List "A" or List "B" to the "On Call" list will have their full seniority inserted under the "On Call" list and thereafter seniority shall accumulate from date of entry to the "On Call" list based on hours work (8 hours equals 1 day, 40 hours equals 1 week and 2080 hours equals 1 year).

ARTICLE 7
BULLETIN OF POSITIONS

- 7.1 a) (2002) The appropriate supervisory officer shall fill positions on the basis of qualifications and seniority of applicants as follows:
1. within the classification; then
 2. within the department; then
 3. within the seniority group; then
 4. within other groups; then
 5. within Schedule "C".
- b) When qualifying factors are relatively equal, seniority shall govern. Should any employee not be promoted or granted the vacancy, the Local Chairperson and the applicant shall be furnished with the reason in writing, if requested.
- c) (2002) In the application of this article, the seniority of employees whose names appear on List "B" shall be the seniority they have transferred from List "A" and the seniority equivalency accumulated as of the first (1st) date worked in the new position.
- d) (2005) When as part of qualifications, one of the requirements entail years of experience, the total years of service worked by the applicant within a classification within the department for which the posted position is to be filled, said number of years shall apply as experience.
- 7.2 (2002)
- (a) All vacancies in regular positions that the Company intends to fill, or newly established regular positions of more than twenty (20) working days duration, shall be bulletined. Vacancies of less than twenty (20) working days shall be assigned in accordance with Article 7.1.
 - (b) If a temporary vacancy occurs for a short shifted fixed position existing as per the Letter of Understanding (Restricted Availability), it shall be posted as a temporary flexible position in accordance with Article 7.2 (a) above.
 - (c) Only the remaining position shall be bulletined, after all existing positions in a classification have been re-adjusted to maximize up to forty (40) regular hours. The number of remaining regular hours shall be listed for information purposes only.

- 7.3 (2000) Bulletined positions shall be posted for five (5) calendar days in a place accessible to the employees concerned. Applicants will be advised by the appropriate Department Head of the result of their application following the expiration of the posting. Once the posted position has been awarded, a copy of the bulletin indicating the bulletin number and name of the successful applicant shall be forwarded to the Union. A bulletin remaining unfilled for sixty (60) calendar days from the date of posting shall be considered to be cancelled and may be reposted at a later date.
- 7.4 (1990) Schedule "A" fixed positions shall be declared vacant and shall be bulletined when the regular assigned hours are changed by more than two (2) hours or when the rate is changed in accordance with Article 13.7. Bulletins shall show for all positions:
- (a) descriptive classification
 - (b) rate
 - (c) hours
 - (d) assigned days off (for fixed positions)
 - (e) duration (for temporary positions only)
 - (f) bulletin number (2000)
- 7.5 (2000) Employees wishing to fill vacant positions shall make their applications within the five (5) day period of posting. Bids shall be in writing to the appropriate officer indicating the bulletin number and shall set forth the employee's qualifications for the position which the employee may be called upon to demonstrate to the satisfaction of the Department Manager.
- An employee, upon request shall be permitted to demonstrate his/her qualifications for the position in the presence of the Local Chairperson or designated representative.
- 7.6 (2000) When no applications are received from employees within the seniority group, a successful applicant from another group who is transferred to the vacant position shall retain his/her seniority in the group from which they transferred. Furthermore, in the application of seniority rights within the new group, the employee shall transfer his/her full seniority into said new group from the effective date of such transfer. The employee's seniority shall continue to accumulate in the previous group and at the end of a trial period of up to forty-five (45) working days, said employee shall forfeit all seniority rights in the previous group. In the event of lay-off during the trial period, said employee shall be entitled to exercise his/her full seniority rights into his/her former group, thus forfeiting all rights in the new group.

- 7.7 (1990) Upon the expiration of a temporary vacancy or position, an employee so assigned shall be returned to his/her regularly assigned position. An employee hired specifically for a temporary vacancy or position shall be terminated at the expiry of said vacancy or position unless they have obtained another position covered by this Collective Agreement.
- 7.8 (1992) Regular employees assigned to positions by bulletin shall receive a full explanation of the duties involved. They must demonstrate their ability to perform the work during a trial period of at least ten (10) working days and up to a maximum of forty-five (45) working days, which period, depending on the character of the work, may be extended by mutual agreement between the Director, Human Resources, and the Local Chairperson. The employee will be advised upon termination of the trial period.
- If considered unsatisfactory, the employee will be returned to his/her former position without loss of seniority. In the event the employee's former position has been abolished, the employee may exercise his/her seniority in accordance with the provisions of this Agreement.
- 7.9 An employee returning from annual vacation or leave of absence may - within five (5) days after his/her return - exercise his/her seniority rights to fill any vacancy bulletined during his/her absence and for which the employee may be qualified. Employees thereby displaced may in turn exercise their seniority rights to their former positions.
- 7.10 An employee, removed from a position to which the employee had been appointed, as a result of a grievance filed by a senior employee, may return to his/her former position, or exercise his/her seniority rights to any positions that were bulletined simultaneously with the aforementioned position for which the employee is qualified, and was awarded to a junior employee and the junior employee so displaced will be allowed to exercise his/her seniority in the same manner.
- 7.11 (2002) In the event that a regular employee applies for a temporary bulletined short shifted position, the employee will retain his/her seniority status whilst occupying that temporary position.

- 7.12 (2002) An employee who is awarded the bulletined position shall have his/her seniority transferred to the new classification, but shall be scheduled for the available hours only at the time of the posting.

When new regular hours become available either through permanent increased shifts and regular hours on the schedule or a vacancy, full seniority shall apply to increase shifts and regular hours.

If the increase in shifts and regular hours is due to a temporary nature or the temporary absence of an employee who was holding shifts and regular hours in the classification prior to the posting, then those shifts and regular hours are deemed temporary and status quo is restored upon the return of the employee who has temporarily vacated the shifts and regular hours.

- 7.13 (2002) **SCHEDULE "C" SENIORITY EQUIVALENCY**

Only for bidding purposes on a bulletined Schedule "C" permanent or temporary vacancy/position where no Schedule "C" employees have been awarded said position, Schedule "A" employees will have equivalent Schedule "C" Casual seniority calculated as follows:

- from the date of the employee's written Bid/Application, determine the total number of hours worked at The Fairmont Hotel Vancouver for each of the four (4) preceding years of continuous employment, or less when applicable,
- select the best three years,
- total the hours for the best three years, divide by forty (40), and this will equal the total number of weeks seniority in Schedule "C",
- where an employee has worked for less than three (3) years, divide his/her total hours by forty (40), and this will equal the total number of weeks seniority in Schedule "C".

Should a Schedule "A" employee be awarded said Schedule "C" permanent position the following shall apply:

- (a) In the application of seniority rights within said employee's new Schedule "C" group, said employee shall accumulate seniority in said new group from the effective date of such transfer.

7.13 (cont'd)

- (b) Said employee shall continue to hold and accumulate his/her former Schedule "A" seniority during the trial period of up to forty-five (45) working days in Schedule "C". Upon successful completion of the trial period said employee shall have his/her Schedule "C" seniority equivalency transferred into his/her new group in Schedule "C", and shall forfeit all seniority rights in Schedule "A".
- (c) In the event of a lay-off during the trial period or should the employee not be successful, or upon expiry of a Schedule "C" temporary vacancy/position, said employee shall be entitled to return to Schedule "A" with Schedule "A" seniority intact and will forfeit Schedule "C" seniority.
- (d) For the purpose of vacation entitlement, said employee's entry to service date shall be used.

ARTICLE 8
HOURS OF SERVICE

- 8.1 (2002)
- (a) It is understood that eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work and forty (40) hours shall constitute a week's work.

 - (b) Except as otherwise provided in this Collective Agreement:
 - (i) the Company shall maximize a regular employee's hours of work in accordance with business volumes, and the regular employee's level of seniority, to a maximum of eight (8) hours a day, and to a maximum of forty (40) hours a week, starting first with regular employees whose names appear on list "A", second with regular employees whose names appear on list "B" and third with On Call employees.

 - (ii) it is understood that a regular employee whose name appears on list "A" must take the position which has the most hours available, and the Company will not schedule regular employees to work less hours than junior regular employees in the same classification, unless the senior regular employee has otherwise requested, and has been granted, under applicable article(s) of the collective agreement.

 - (c) An employee shall be assigned two (2) consecutive days off following the completion of five (5) consecutive regular days worked. Should five (5) consecutive regular days worked not be available than an employee will not be assigned two (2) consecutive days off.

- 8.2 (2002) Whenever business conditions warrant the reduction of regular shift(s) from eight (8) hours to not less than four (4) hours per day, such reduction shall not be split unless mutually agreed between the Director, Human Resources, and the Local Chairperson.

It is agreed that unassigned vacation days or banked statutory holidays may, following an agreement between the regular employee and the Department head, be used to maintain regular hours as it relates to payment only or in the computation of hours as it relates to maintaining Health and Benefit Plans.

If such reduction in hours is for a period of less than five (5) calendar days, a thirty-six (36) hour notice will be given to the regular employee. If the period is for more than five (5) calendar days, the Local Chairperson shall be informed in writing of the affected regular employee's name and the number of hours to be reduced, not less than five (5) calendar days prior to the implementation of such reduction.

Notwithstanding the above, the provisions of articles 6.2 and 6.7 (a) shall apply whenever reducing or increasing hours of work.

- 8.3 (2002) In accordance with articles 6.2 and 8.1 (b) ii, a regular employee whose name appears on list "A" and on a weekly basis may, provided that the Company is able to maintain a qualified work force and the Company does not incur additional cost, request to select available shifts of work within his/her classification that would allow them to work less than a junior regular employee, but in any event not less than thirty (30) regular hours.

Said regular employee wishing to avail himself/herself of this provision shall make his/her written request seven (7) calendar days in advance of the posting deadline for the schedule. It is further agreed that those forfeited hours by a regular employee shall not be substituted by the addition of a vacation day or a statutory holiday.

- 8.4 (2000) Split shifts may only be established following agreement between the Human Resources Director and the Local Chairperson, and at least ten (10) days in advance of establishing such assignments.
- 8.5 (1992) Split shifts may be comprised of two (2) tours of duty only, and must be confined within a twelve (12) hour period.

- 8.6 (2002) Where the Company schedules an employee with less than a twelve (12) hour rest period between shifts, without said employees requesting it, compensation shall be at time and one half (1 1/2) his/her regular rate of pay until the twelve (12) hour rest period has been completed and regular pay thereafter.

Unless otherwise requested by employees, the obligation to maximize regular shifts and regular hours does not extend to scheduling with less than twelve (12) hours rest period between shifts. In this situation the provisions of article 8.1 (b) (ii) will not be deemed to have been violated.

- 8.7 (1992) Regular meal periods shall not be less than thirty (30) minutes nor more than one (1) hour, unless arranged between the employee and his/her supervisor. Said unpaid meal period shall be provided to all employees who are working shifts of five hours or more which shall be scheduled as close to the mid-point of the shift as possible, however, in no case shall such meal break be scheduled before the third hour nor later than the fifth hour.
- 8.8 (1996) A meal period shall not be assigned between 10:00 p.m. and 6:00 a.m., but thirty (30) paid minutes will be granted in which to eat.
- 8.9 (1996) If an employee is required to work through his/her normal meal period, such work shall be paid at straight time, and at the first opportunity, the employee shall be granted thirty (30) minutes for a meal without deduction from pay. Should an employee, as a result, work more than eight (8) hours that day, such extra hours shall be paid at overtime rate.
- 8.10 (1996) The Company may establish daily assignments of eight (8) consecutive hours without a regular meal period, granting thirty (30) minutes in which to eat without deduction from pay.
- 8.11 (2000) Pursuant to Articles 8.8 and 8.9, should an employee be granted his/her meal break for the last half hour of his/her shift, said employee will be permitted to leave the property without deduction in pay.
- 8.12 (1992) Within a classification, alternating shifts may be arranged by mutual agreement between the Director, Human Resources, and the Local Chairperson.
- 8.13 (1998) **FIRST OFF :** In the event of reduced business, employees may be permitted to leave work at their own request and will be paid at the hourly rate for actual time worked, or may be assigned work for which they are qualified within their department and/or group for those remaining scheduled hours. In cases where more than one employee is requesting to leave early, such requests for first off shall be considered in seniority order.

- 8.14 (a) (2002) Excluding the Banquet Department, all other Departmental weekly schedules, indicating daily starting times and finishing times, will be posted by Tuesday 16:00 hours, for the work week starting that following Friday and ending the Thursday thereafter. Said schedule shall be posted in a conspicuous place where all employees concerned have ready access to read and take note. In this manner, the departmental weekly schedules will correspond to the payroll processing schedule.
- (b) (1998) Thirty-six (36) hours notice will be given of a change of scheduled shift.
- (c) (2000) The supervisor will contact the employee in the event that the employee's assignment is changed without the thirty-six (36) hours advance notice, and said employee shall not be disciplined in the event they are unable to comply with the altered assignment.
- (d) (2000) In the event that the Company changes the assignment of an employee with thirty-six (36) hours or more advance notice, but is unable to contact the employee who subsequently reports for duty as previously scheduled, the employee will be paid for those hours scheduled and may be assigned work within his/her department for those hours.
- a. (2000) In the event that the Company assigns a shift to an employee who had previously been unassigned, and provides thirty-six (36) hours or more advance notice, but is unable to contact the employee who subsequently fails to report for duty, the employee will not be subject to discipline.
- 8.15 (2005) Following a mutual agreement between the Company, the Union and the concerned employee, an employee may be scheduled to work ten (10) consecutive days within a period of fourteen (14) consecutive days. Days off shall be assigned after a maximum of ten (10) consecutive regular days worked.
- 8.16 (1994) An employee who is required to work beyond the end of his/her scheduled shift which was for less than eight (8) regular hours shall have the option of refusing those extra regular hours provided a junior qualified employee is on property and available to perform said additional hours of work at his/her regular wage.

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

- 8.17 (1998) Employees shall be allowed two (2) fifteen (15) minute coffee breaks each day, one during the first half of their assignment and one during the second half of their assignment. Employees with an assignment of six (6) hours or less shall be allowed only one (1) coffee break per day. Coffee breaks shall be scheduled on a daily basis by the department head taking into consideration the needs of the operation.
- 8.18 (2000) An employee will have a minimum of twelve (12) hours rest between shifts, with the exception of:
- (a) Employees covered under Schedule "C";
 - (b) The application of the provisions of Article 6.2;
 - (c) Unscheduled overtime;
 - (d) Mutual agreement between employees as authorized;
 - (e) Force Majeure (circumstances beyond the control of the Company).
- 8.19 (2000) An employee required by the employer to attend a staff meeting during his/her regular working hours shall be compensated at his/her regular hourly rate for the time thus spent even though such meeting may run over the employee's normal working hours. When practicable, said staff meeting will be scheduled during regular working hours. Furthermore, attendance at said staff meeting will be on a voluntary basis for those employees on scheduled days off, annual vacation, approved leave of absence or if the meeting commences more than one (1) hour before the employee's scheduled starting time or commences more than one (1) hour after the employee's scheduled finishing time.

- 8.20 (1992) Notwithstanding the provisions of Article 8, where mutually agreed in writing between the Director, Human Resources, and the Local Chairperson, a compressed work week may be implemented, subject to the ratification of a two thirds (2/3) majority of the employees directly affected and present at the meeting, in a secret ballot vote.

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

After a two (2) calendar month period, a vote will be held to confirm the continuation of a compressed work week. If the vote fails to ratify the compressed work week, all employees will, within thirty (30) days, be returned to a regular schedule in accordance with the Collective Agreement. A compressed work week will not cause or result in a reduction of hours to other employees as provided for in Article 8.2.

Where a compressed work week is implemented, ten (10) consecutive hours, exclusive of the meal period, shall constitute a day's work and a maximum of forty (40) hours shall constitute a week's work. Overtime will be paid in accordance with Article 9.1.

Statutory holidays and/or annual vacation entitlement earned during such compressed work week implementation will be taken and/or paid out as applicable on an equivalent basis to reflect the increased length of the work day and the compressed work week.

- 8.21 (2002) With the exception of employees occupying the classification of Night Porter, an employee for whom the majority of regular hours of work fall between 23:00hr and 7:00hr the next day, is entitled to receive a Midnight Shift Premium in the amount of seventy-five cents (\$0.75) per hour for each hour worked on the midnight shift. In this case, and on or before the effective date of such appointment, the senior incumbent of the fixed position shall indicate his/her preference for fixed days off.
- 8.22 (2000) On a daily basis, within each department, supervisors shall post all payroll hours worked for the employees of that department. Said payroll hours will be posted in a conspicuous place.

ARTICLE 9
OVERTIME AND CALLS

- 9.1 (2005) Authorized overtime that is continuous with (before or after) a day's work shall be paid for in fifteen (15) minute increments, for the first (1st) hour at one-and-one-half (1 1/2) times the regular rate, double-time the regular rate will apply after the first (1st) hour.
- 9.2 Authorization for overtime work may be waived in the case of an emergency.
- 9.3 Employees shall not be required to take time off to absorb overtime.
- 9.4 Regular employees called in to perform overtime work shall be allowed a minimum of two (2) hours for two (2) hours work or less at overtime rates.
- 9.5 An overtime call may be considered cancelled only if the employee is contacted before leaving his/her home.
- 9.6 (2005) Regular employees scheduled for overtime shall be paid a minimum of four (4) hours at the rate of double-time for all work performed on their assigned days-off.
- 9.7 (2005) Except as provided for in Articles 8.15 and 10.4, employees shall be paid at the rate of double-time for all work performed after five (5) consecutive days within seven (7) days.
- 9.8 (1994) Every effort will be made to avoid the necessity of overtime; however, when conditions necessitate, employees will perform authorized overtime work as in 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.
- 9.9 Authorized overtime that is not continuous with (before or after) an employee's regular assigned shift, shall be called on the basis of seniority within the classification.

ARTICLE 10
ASSIGNED DAYS-OFF

- 10.1 (2002) **ESTABLISHING OF DAYS OFF:**
List "A" regular employees, who occupy a flexible position, will have established days off, if the same days off have been scheduled every work week over a period of six (6) consecutive months.
- 10.2 (1992) Non-consecutive days-off may only be assigned by mutual agreement between the Director of Human Resources, and the Local Chairperson.
- 10.3 There shall be no change in the assigned days off of an employee for the purpose of avoiding overtime.
- 10.4 (2002) Following the posting of the work week schedule, should a regular employee request a change in established days off which is approved by his/her scheduling supervisor, then a regular employee shall be permitted to work up to a maximum of ten (10) consecutive days without incurring overtime and to minimize any loss of regular hours of work due to such requested change in days off.

10.5 (2002) Should the Company be unable to schedule a regular shift to a regular employee whose name appears on List “A” in a regular work week, said regular employee will have the following options:

- (a) Accept the loss of regular shift(s), or
- (b) a thirty-six (36) hour written notice will be given to the scheduling supervisor before the start of the work week (Friday) on one (1) of the following options:
 - (i) may request to have his/her days off changed in accordance with the provisions contained in the collective agreement; or
 - (ii) may request to replace said unassigned regular shift, by an unassigned vacation day or a banked statutory holiday and by indicating that he/she is available or is not holding himself/herself accessible for work, without the proper notification, should additional shift(s) become available. Should his/her request be granted and said employee had indicated that he/she is not available or is un-accessible, he/she shall not be entitled to grieve the loss of additional hours of work which may become available following the posting of the weekly schedule.

Its agreed that in the application of the herein stated provisions under (ii), employees shall only be eligible to use said provisions for a total of four (4) consecutive work weeks maximum, in order to maintain the same days off for which he has been scheduled for every work week over a period of six (6) consecutive months.

It is agreed that should a regular employee be called in to work for available shift(s) and does work said shift(s), the unassigned vacation day or a banked statutory holiday shall automatically be removed from the work week schedule.

Failing to provide the herein stated notice, said employee shall be deemed to have elected to have accepted the loss of regular shift(s).

10.6 (2002) The provision of article 10.5 shall apply to employees whose names appears on List “B” to the extent that it will only apply on those days said employees have indicated that they are unrestricted.

ARTICLE 11
ON CALL EMPLOYEES

- 11.1 (2002) On Call employees will be called on the basis of seniority. Failure to accept or report for an assignment on three (3) individual working days within a thirty (30) calendar day period, except when on authorized leave of absence, sickness, or other unavoidable reason, said employee shall lose his/her current seniority and a new seniority date will be established upon completion of the next completed assignment.

On Call employees who have lost their seniority, as stated above, on three (3) occasions or who are not working for a period of six (6) consecutive months shall have their file closed and their employment deemed to be terminated at that time.

ARTICLE 12
PROBATIONARY EMPLOYEES

- 12.1 (2002) The probationary period for newly hired regular employees whose name appears on List “A” shall be up to forty (40) working days. If, during the probationary period, a regular employee is found to be unsuitable the regular employee will have his/her employment terminated.

Following the successful completion of the probationary period, seniority shall be dated from the beginning of the probationary period and the employee will be regarded as regular employee and shall then be entitled to exercise seniority.

- 12.2 (2002) A regular employee whose name appears on List “B” or “On Call” shall not have seniority until a probationary period of up to fifty (50) working days has been completed. If found satisfactory, seniority shall be dated from the beginning of the probationary period. If, during the probationary period, said regular employee is found to be unsuitable the regular employee will not be retained in service.

ARTICLE 13
RATES OF PAY

- 13.1 Rates of pay listed in Schedule "A" shall apply during the term of this Agreement, subject to all other provisions of the Agreement.
- 13.2 (1994) The starting rate for all newly hired employees shall be:
- (a) (2002) for the first three (3) months of employment, twenty-five percent (25%) less than the applicable classification wage rate contained in Schedule A.
 - (b) for the following three (3) months of employment, twelve-and-one-half percent (12 1/2 %) less than the applicable classification wage rate contained in Schedule A.
- The starting rate shall not apply to:
- a Chef de Partie holding Culinary Trade Qualifications.
 - a Cook 1, Cook 2, or Cook 3, holding Culinary Trade Qualifications.
 - a Maintenance I, II, III, or IV, holding Provincial trade certification.
- (2005) Should the Company accept a transfer of an employee that was working for either another Fairmont or Delta property, the above stated starting rate will only apply to the extent that said employee has not completed a six-month period in the same position/classification to that of which he/she has been hired into at The Fairmont Hotel Vancouver.
- 13.3 Employees temporarily assigned to higher-rated positions for one (1) hour or more shall be entitled to the higher rate. Assisting a higher-rated employee does not justify a rate change.
- 13.4 Employees temporarily assigned to lower-rated positions shall not have rates reduced.
- 13.5 Rates for newly created positions shall be the same as those established for positions of similar class or kind.
- 13.6 Employees working split shift assignments shall receive an amount equal to half (1 / 2) hour of pay at regular rate in addition.
- 13.7 (2002) Rates may be changed consistent with changed duties and responsibility. The Company and the Local Union Bargaining Committee will endeavour to determine such rate changes, subject to Local by-law and CAW constitution. Failing agreement, the provisions of Article 17 will be exercised.

13.8 (1992) When an employee is short paid seventy five dollars (\$75.00) or one third (1/3) of his/her gross pay cheque due to management error or oversight, whichever is less, a cheque will be issued within two (2) days, excluding weekends and statutory holidays, from the employee request. When an employee is short paid, as outlined above, but due to the employee's error, those monies will be processed with the next paycheque.

13.9 **TOUR/FUNCTION GRATUITY DISTRIBUTION**

(1992) Any amount of tour or function gratuities left on behalf of a tour group or function group or by a guest/customer who is a member of that tour group or function group shall be disbursed on the following basis unless otherwise specifically indicated by the guest/customer:

Food & Beverage Outlets
(excluding Banquet Facilities)

Server	13.0 points
The Door	2.0 points

In the event that buspersons are used, 3.0 points would be re-assigned from the servers to the buspersons.

Furthermore, in the event that there are no door personnel working on the floor during the time a tour guest/group or function group is dining, then the door's gratuity portion shall be re-distributed to the servers.

Said Tour/Function Gratuities are to be distributed via the payroll system.

13.10 (1998) An employee assigned to a classification, by bulletin or exercise of seniority, shall be paid the applicable classification wage rate contained in Schedule A.

13.11 (1996) All employees covered by Schedules A and C shall have their payroll processed by direct deposit, same to go into effect with Payperiod 01 of 1997.

ARTICLE 14
STATUTORY HOLIDAYS

14.1 (1994) The following days and any other days declared holidays by the Federal or B.C. Governments shall be compensated holidays :

New Year's Day
Good Friday
Victoria Day
Canada Day
B.C. Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Employee's Birthday

14.2 (1998) To be eligible for a Statutory Holiday with pay, an employee must have been hired at least thirty (30) calendar days prior to the applicable Statutory Holiday.

14.3 (2000) If an employee qualified as in Article 14.2, is not required to work on a Statutory Holiday, because the employee is:

- (a) not scheduled to work or is on a regular day off,
- (b) away from work on a vacation day or another statutory holiday, or
- (c) absent from work and in receipt of Weekly Indemnity or Workers Compensation benefits,

the employee will receive a paid day-off in lieu which may be selected by mutual consent between the employer and the employee in the forty (40) day period before the Statutory Holiday on the basis of first request, or put into his/her Statutory Holiday Bank as per Article 14.6.

- 14.4 (2000) An employee qualified as in 14.2 and working on a Statutory Holiday shall be paid the following:
- (a) 1 1/2 times the employee's regular wage for the time worked up to eleven (11) hours, and double the employee's wage for any time worked over the eleven (11) hours.
 - (b) Notwithstanding (a) above, when an employee works on Christmas Day, the employee will be paid double his/her regular wage for all time worked on that date.

In addition, the employee will receive a paid day-off in lieu which may be selected by mutual consent between the employer and the employee in the forty (40) day period before the Statutory Holiday on the basis of first request, or put into his/her Statutory Holiday Bank as per Article 14.6.

- 14.5 (2000) An employee qualified as in 14.2 and scheduled to work on a Statutory Holiday shall be allowed to take the Statutory Holiday in accordance with Article 14.3 on the date it occurs, on the basis of seniority and provided there are junior qualified employees in the same classification in the same department available to work. An employee wishing to avail himself/herself of this provision shall make his/her written request seven (7) calendar days in advance of the posting deadline for the schedule.

14.6 **Statutory Holiday Bank**

(2000) Between January 1st and December 31st of the current calendar year, an employee will be allowed to bank a maximum of five (5) Statutory Holidays earned as per Article 14.4. Banked Statutory Holidays shall be administered in the following manner:

- (a) (2002) for an employee who holds a fixed position and who has worked at least fifteen (15) of the last thirty (30) days prior to the Statutory Holiday or the lieu day, the same amount as if the employee had worked regular hours on that day;
- (b) (2000) Banked Statutory Holidays that exceed the maximum of the Bank shall be assigned by the Company within forty (40) days of exceeding the maximum of the Bank, unless mutually agreed between the employee and the departmental supervisor;
- (c) (2002) all Banked Statutory Holidays remaining in the Bank at the end of the current calendar year, if not requested by January 10th, to be taken prior to March 1st of the next calendar year, will be assigned by the Company.

- 14.7 (2000) When taking the Statutory Holiday pursuant to Article 14.5 or as a result of the work location being closed, or where taking a Statutory Holiday lieu day pursuant to Articles 14.3, 14.4 or 14.6, the employee shall receive a day's pay for that day in accordance with the following:
- (a) for an employee who holds a fixed full-time position and who has worked at least fifteen (15) of the last thirty (30) days prior to the Statutory Holiday or the lieu day, the same amount as if the employee had worked regular hours on that day;
 - (b) for an employee who does not have a fixed schedule of hours and who has worked in the last thirty (30) days prior to the Statutory Holiday or the lieu day, such pay will be calculated by dividing the employee's total regular hours worked for the thirty (30) day period by the number of days worked.
 - (c) For this purpose, vacation days, and other statutory holidays shall be considered work days, and the same applies to employees who are absent and in receipt of Weekly Indemnity or Workers Compensation benefits.
- 14.8 The birthday holiday shall be regulated in the same manner as other Statutory or General Holidays.
- 14.9 (1992) It may be permissible by mutual agreement between the employee and his/her supervisor on thirty-six (36) hours notice being given to an employee, to change a previously assigned Statutory Holiday.
- 14.10 In order to accommodate a justifiable high holy day in accordance with personal religious beliefs, and without causing undue interference to the operation, a non-Christian employee who qualifies as per the provisions of Article 14.2 may request the following:
- (a) apply to receive a regular paid day-off in lieu of the provisions of Article 14.3; failing which,
 - (b) take a paid day-off in lieu as per Article 14.4.

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 14.1.

(1994) It is understood and agreed that the above shall not be construed as adding further entitlements to those outlined in Article 14.1.

ARTICLE 15
ANNUAL VACATION

15.1 (1994) An employee, who, at the beginning of the calendar year, has less than one (1) year of continuous employment relationship but who has had five (5) calendar days' or more of continuous employment relationship, shall be allowed one (1) working day's vacation with pay for each twenty-five (25) working days' cumulative service or major portion thereof during the preceding calendar year, with a maximum of ten (10) vacation days, until qualifying for further vacation under Article 15.2.

15.2 (a) (2000) With the exception of the application of Article 15.1, an employee who, at the beginning of the current calendar year, has completed the required number of years of continuous employment relationship, shall be entitled to a number of paid annual vacation days based on the number of days worked during the previous calendar year, and to be taken during the current calendar year, in accordance with the following:

Continuous employment relationship	# of days worked for each day of annual vacation earned	Maximum entitlement (# of days)
One (1) year, but less than three (3) years	25	10
Three (3) years, but less than nine (9) years	15	15
Nine (9) years, but less than seventeen (17) years	11.25	20
Seventeen (17) years, but less than twenty-three (23) years	9	25
Twenty-three (23) years or more	7.5	30

(b) (2000) An employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty-five (25) years, shall be entitled to thirty working days vacation with pay as calculated above and, in subsequent years, shall be entitled to an additional day of annual vacation for each completed year of service.

(c) (2000) The calculation of paid vacation days shall be to two (2) decimal places. Where said calculation results in a fraction which equals “.50” or greater, it shall be rounded up to the next whole number. Conversely, where said fraction is “.49” or less, it shall be rounded down to the next whole number.

- 15.3 (2002) The Company will arrange for a vacation entitlement schedule to be posted in each department by January 15th of each year and application for Annual Vacation shall be filed with Department Heads prior to March 1st of each year.

Provided regular employees have submitted their vacation request between January 1st and January 31st of the same year and that the Company is able to maintain a qualified and adequate work force, regular employees with the greatest length of continuous service, with The Fairmont Hotel Vancouver, shall be given first choice of vacation for the period covering January 1st and ending March 1st.

- 15.4 (1998) Employees filing application for Annual Vacation prior to March 1 shall be accorded first selection for vacation period on a strict seniority basis. Such applicants will be advised, by the end of the third calendar week of March, of the period(s) allotted to them and, unless otherwise agreed between the employee and his/her supervisor, shall take his/her vacation(s) at the time(s) allotted. Vacation schedules shall be posted in each department in a place readily accessible to the employees.

- 15.5 (2000) An employee may carry over a maximum of ten (10) days paid vacation beyond December 31st in order to attach it to his/her following year's Annual Vacation provided said vacation takes place in the first three (3) months of the next calendar year, in accordance with the following:

- (a) the employee is eligible for fifteen (15) or more days of paid vacation, and
- (b) the employee has applied for Annual Vacation as per Article 15.4, and
- (c) an agreement is reached between the employee and his/her supervisor

- 15.6 (2000) An employee not filing for Annual Vacation as per Articles 15.3, 15.4, and 15.5, and/or with unallocated vacation days shall make a written request to his/her scheduling supervisor and, if agreed, be able to take said unallocated vacation day(s), on a "first-come first-served" basis.

(2005) Unless otherwise agreed in writing between the employee and his/her supervisor, any employee who has unscheduled Annual Vacation remaining as of August 31st shall be required to accept vacation periods allotted by the Company.

15.7 (2000) In any one (1) calendar year an aggregate maximum of ninety (90) days of:

- (a) weekly indemnity
- (b) attendance at committee meetings of the Union as per Article 2.9
- (c) WCB (2005)

shall be calculated as working days for Annual Vacation credits for employees who have been gainfully employed for a period of three (3) calendar months by the Hotel in the previous calendar year.

15.8 Vacation days shall be exclusive of assigned rest days and General Holidays specified in Articles 10 and 14 respectively.

15.9 An employee will be compensated for vacation at the rate of the position the employee would have been filling during such vacation period.

15.10 (1994) Upon termination of service, an employee will be paid for any vacation to which said employee is entitled on a percentage basis. This means that four percent (4%) of annual gross earnings will be paid to persons separating who would be entitled to two (2) weeks (10 working days); six percent (6%) for three (3) weeks (fifteen working days); eight percent (8%) for four (4) weeks (twenty working days) and ten percent (10%) for five (5) weeks (twenty-five working days) and an additional two percent (2%) for every additional five (5) day entitlement.

15.11 (1992) A laid-off employee will be paid for all outstanding vacation monies due to him/her at the time of lay-off, and if not recalled to service will be paid any remaining vacation monies the following January 1st, or upon voluntary termination.

15.12 (2000) It will be permissible for two (2) people, to a maximum of ten (10%) percent of a department's work force, to go on vacation at any given time by an agreement between the employees and the supervisor.

15.13 The entire twelve (12) months of the calendar year shall be available for vacation period.

- 15.14 (1994) **Cross-Over Year** : An employee who, during the previous calendar year celebrates an anniversary of his/her start date with the Company, as defined in Article 15.2 above specifically three (3), nine (9), and seventeen (17) plus years, will become eligible for an increase in his/her annual vacation entitlement to the next higher amount as defined above for the period of time following his/her anniversary date to be taken in the current calendar year. Thus the employee's annual vacation entitlement for the current year will be adjusted incrementally to reflect same and the formula used will be as follows :
- (a) from the beginning of the previous calendar year to the anniversary date: total days worked divided by the governing entitlement;

plus,

 - (b) from the anniversary date to the end of the previous calendar year: total days worked divided by the increased entitlement.
- 15.15 Employees wishing to receive their vacation pay prior to the commencement of said vacation must request it in writing at least one week prior to the pay day immediately preceding the start of the vacation.
- 15.16 (1994) In the event of a dispute on vacation entitlement, the employee may only question the period that has ensued from the last increment/step. The Company will be responsible to substantiate its position for that period.

ARTICLE 16
LEAVE OF ABSENCE

16.1 (2002)

- (a) At the Company's discretion, a leave of absence may be granted for a period of seven (7) days or more up to three (3) months and provided another qualified employee is available to carry on the work. Such leave shall be requested by the employee, in writing to the Director of Human Resources, as soon as the employee is aware that a leave of absence is required. Such requests, upon approval, will be granted in writing and no request shall be unreasonably denied.

Employees who have already assigned their vacation days in accordance with Article 15, will not be required to use said assigned days before a leave of absence is granted. However, any unassigned vacation days or statutory holiday days must be used before a leave will be granted.

- (b) An employee who is absent for medical reasons may be required by the Company to provide a detailed physician's note indicating an approximate return to work date if known and may be required to furnish monthly medical reports to the Director of Human Resources.

16.2 (2002) A leave of absence may be extended by the Company, provided application is made before expiration of the period first requested. Such extension must be requested in writing, and will be accompanied by the appropriate reason and documentation, if applicable.

Should the provisions contained herein in this article be invoked by an employee and agreed to by the Company the provisions of article 7.9 shall not be applicable.

16.3 (1996) Certified proof of illness or other bona fide reason preventing return to work prior to the expiration of a leave of absence shall excuse an employee's failure to return at that time. Said certified proof of illness or other bona fide reason shall be supplied to the Company prior to the expiry date of such leave of absence unless the employee is physically incapacitated to do so. In the event of failure to comply with the above, the employee will be considered resigned.

16.4 (2002) Leave of absence may be granted to enable an employee to work outside the Company service for reasons of health, other exceptional circumstances, or by agreement between the Director, Human Resources, and the Local Union President.

16.5 The names of employees who are on authorized leave of absence shall be retained on the Seniority List.

16.6 **MATERNITY & PARENTAL LEAVE**

(2002) In accordance with the *Employment Standards Act* of British Columbia and/or the Federal *Employment Insurance Act*, and amendments thereto, the following will apply:

Effective December 31st, 2000, the Employer agrees to provide an unpaid maternity leave of up to seventeen (17) weeks for an employee. In addition, the Employer agrees to provide an unpaid parental leave of up to thirty-five (35) weeks for an employee who is a parent, including an adoptive parent, following the birth of a child or the adoption of a child. In addition to maternity leave, parental leave shall commence after the expiry of the maternity leave.

16.7 (2002) **RESTRICTED AVAILABILITY FOR EDUCATIONAL PURPOSES**

A regular employee, having attained five (5) years of continuous service, may be entitled to restrict his/her availability for shifts of work for up to twelve (12) consecutive months for educational purposes related to the hospitality industry, in the following manner:

Regular employees whose name appears on List "A":

- (i) Seniority will be maintained on the seniority List "A".
- (ii) For purposes of shift scheduling, seniority will be used in accordance with the restricted availability.
- (iii) Any additional shifts said employee may be available to work, and having notified the Company of same, will be assigned only after all other employees on List "A" have been called.
- (iv) In the event that a regular employee needs to end his/her restricted availability prior to the agreed upon date, said regular employee must advise in writing the Director of Human Resources fourteen (14) calendar days prior to the posting of the departmental weekly schedule.

ARTICLE 17
GRIEVANCE PROCEDURE

- 17.1 (a) (2002) Any complaint or disagreement or difference of opinion between the parties respecting the interpretation, application, operation, or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance, and shall be dealt with in the following manner:

STEP #1

(2005) The employee, who may be accompanied by his/her Department Union Steward or the Local Chairperson, must meet and discuss his/her individual grievance, excluding a suspension of three (3) days or less, with the Department Head or his/her representative within seven (7) calendar days after first knowledge of grounds for a grievance. The Department Head or his/her representative must give a decision, in writing, within seven (7) calendar days following said discussion meeting.

(2005) If the employee is not satisfied with the Department Head or his/her representative's decision or his/her suspension of three (3) days or less, the employee shall submit his/her written individual grievance to the Local Chairperson or designated representative who may progress said grievance to Step #2.

STEP #2

The Local Chairperson or designated representative must appeal in writing to the Director of Human Resources or his/her representative within fifteen (15) calendar days after the Department Head's decision in Step #1, the appeal shall set out in writing the nature of the grievance, the related article(s) of the agreement alleged to have been violated and the remedy sought. The grievance will be signed by both the grievor and the Local Chairperson or designate. The Director of Human Resources or his/her representative must render a decision in writing within fifteen (15) calendar days after receipt of the written appeal. In the calculation of the appeal period and the decision period stated herein, it shall exclude Saturday, Sunday, and statutory holidays.

17.1 (a) (cont'd)

STEP #3

(2005) If the grievance is not settled, the Local Chairperson or designated representative must appeal in writing to the General Manager or his/her representative within fifteen (15) calendar days after the Director of Human Resources' decision in Step #2. The General Manager or his/her representative must render a decision in writing within fifteen (15) calendar days after receipt of the written appeal. In the calculation of the appeal period and the decision period stated herein, it shall exclude Saturday, Sunday, and statutory holidays.

(b) (2002) If the grievance is not settled in Step #3, the matter may be processed in the following manner:

- (2005) the Union will, within thirty (30) calendar days following the Step #3 response, notify the Company of its intention to refer the matter to Arbitration, together with a list of arbitrators as per article 18.2.
- either party may, within fourteen (14) calendar days following receipt of such notification, request a joint conference between the Vice-President, Human Resources, Fairmont Hotels & Resorts or designate, and the National Representative of the Union or designate, and such conference shall take place prior to any Arbitration.

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

17.3 (2002) It is agreed that a group grievance or policy grievance shall be originated under Step 2 within ten (10) days after the circumstances upon which the grievance is based are known, or ought reasonably to be known, by the union. The grievance shall be signed by the Local Chairperson or designated, and shall set out the nature of the grievance, the article(s) of the Agreement alleged to have been violated and the remedy sought. It is understood, however, that this section shall not be used to by-pass the individual grievance procedure.

17.4 **Special Procedure :** The following special procedure will apply to cases where more than three (3) days' suspension or discharge is contemplated.

The employee must be notified of the charges as soon as possible after senior management becomes aware of the alleged offense. The National Representative or the Local Chairperson of the CAW-Canada, Local 4275, will also be notified of all such charges at the same time.

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

The employee, and, upon the employee's request, his/her representative, will be given a complete outline on all charges and known evidence, respecting any request for confidentiality by any party involved, at least twenty-four (24) hours prior to the hearing. The employee may be held out of service pending an investigation until the time of the hearing.

(1998) At the hearing, the employee shall be represented by the Local Chairperson or designated representative of the CAW-Canada, Local 4275.

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

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

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

(2000) Management's decision may be appealed to Step #3 of the Grievance Procedure.

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

17.5 (1998) 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 17.1 and 17.3, 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.

- 17.6 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.
- 17.7 The time limits set forth in Article 17.1 will apply equally to grievances originating with the Company.
- 17.8 (2000) Provided no offense of a similar nature has occurred, at the end of an eighteen (18) month period of employment following the issuance of a disciplinary letter and/or notation and/or notice of suspension, such will be removed from an employee's disciplinary file and will not be used in any future consideration.
- 17.9 (1998) The time limits as provided herein may be extended by mutual agreement in writing.

ARTICLE 18
ARBITRATION PROCEDURE

- 18.1 A dispute which:
- (a) has been processed according to the steps outlined in Article 17, and
 - (b) (1994) has not been settled at Step #3, may be referred by either party to a single Arbitrator or, if agreed to by both parties to a single Mediator/Arbitrator, for a final and binding settlement and without stoppage of work.
- 18.2 The party requesting arbitration or the service of a Mediator/Arbitrator shall submit the names of three (3) Arbitrators or Mediator/Arbitrators. If none of these is acceptable, the other party shall in turn, within twenty-one (21) days, submit a list of three (3) Arbitrators or Mediator/Arbitrators. If the parties cannot agree, the Minister of Labour shall be requested to select an Arbitrator or Mediator/Arbitrator and the Minister of Labour's selection shall be final.
- 18.3 Argument may be presented orally or in writing before the Arbitrator, and each party may call such witnesses as it deems necessary.
- 18.4 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 said Arbitrator 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.
- 18.5 The Company and the Union, respectively shall bear any expense each has incurred in the presentation of the case to the Arbitrator or the Arbitrator/Mediator, but any general or common expenses, including the remuneration of the Arbitrator or Arbitrator/Mediator shall be divided equally.
- 18.6 (1998) The time limits as provided herein may be extended by mutual agreement in writing.
- 18.7 **EXPEDITED ARBITRATION**
(1998) Nothing in this Agreement would preclude the parties from applying for Expedited Arbitration under the Labour Relations Code of B.C.

ARTICLE 19
TRAINING

19.1 (1998) Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose opportunity shall be afforded during their regular working hours, provided that such arrangement does not interfere with the performance of their regularly assigned duties. The Company may also for this purpose make arrangements with employees, subject to their consent, to exchange positions for temporary periods without effect upon the rates of pay of the employees. Employees thus permitted to train on other positions, shall not be unnecessarily removed from such training. Should more than one employee, having the basic qualifications, request such training for the same position at the same time, then seniority shall be the deciding factor.

19.2 (a) (1998) In the event a new position is created in an existing classification in a newly created department, the Company shall provide on request a training seminar, in accordance with Article 19.4.

(b) (1998) In the event that the existing qualification requirements for a classification are substantially modified, the Company shall provide a training seminar to employees who are presently working the said classification in accordance with the provisions of Article 19.4.

Upon completion of said training seminar, the employee shall demonstrate his/her qualifications on the job to the satisfaction of the Department Manager in a trial period of up to forty-five (45) working days.

Should the employee fail to demonstrate his/her qualifications, the employee and Local Chairperson shall be furnished with the reasons therefore in writing.

Upon request the employee shall be permitted to demonstrate his/her qualifications for the position in the presence of the Local Chairperson or representative.

19.3 **TRAINING DURING NORMAL WORKING HOURS :**

(1996) 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.

19.4 **TRAINING OUTSIDE NORMAL WORKING HOURS :**

(1996) An employee required by the Company to take training outside his/her normal working hours will be compensated at his/her regular rate while in training.

19.5 TRAINING ON REGULAR ASSIGNED DAYS OFF :

(1996) Notwithstanding the provisions of Article 19.6 below, employees attending a Company-sponsored training program on their regular assigned days off shall be paid for a minimum of four (4) hours at their regular rate. Training on the seventh (7th) consecutive day shall be at the overtime rate. It is understood that an employee's attendance at such training shall be on a voluntary basis. Furthermore, the Company shall in no way incur additional training requirements or costs should an employee prefer to not attend.

19.6 VOLUNTARY TRAINING :

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

19.7 (2002) A certified (by the Company) 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 20
ATTENDING COURT

20.1 (1998) An employee, other than as the accused, who loses time by reason of being required to undertake jury duty, to attend Court, appear as a witness, in any Criminal matter, or to attend a coroner's inquest, pursuant to a summons, shall be reimbursed in an amount necessary to ensure no loss in pay upon provision to the Company of appropriate documentation attesting to such.

(2005) An employee who has to be in court the equivalent of:

- one (1) regular day shall not be required to work said day (including evening shift or night shift)

- five (5) consecutive days shall not be required to work a 6th or 7th day.

ARTICLE 21
REHABILITATION
(1994)

- 21.1 The rehabilitation program is a temporary program in which employees may be placed should they become temporarily unfit to fill their usual occupation. The program allows employees to recuperate in order to be reinstated in their usual occupation.
- 21.2 In order to be considered for this program, employees must supply all pertinent medical information requested by the Company. The recommended program will be subject to the approval by the employee's and the Company's physicians.
- 21.3 All known particulars of each case, subject to the rules of this Article, shall be shared by the Company and the Union prior to an implementation of the program.
- 21.4 When mutually agreed in writing between the Human Resources Director and the Local Chairperson, an employee who has become unfit to follow his/her usual occupation may be placed in a position covered by this Agreement which said employee is qualified to fill notwithstanding that it may be necessary to displace a junior able-bodied employee with a comparable shift and number of hours in order to provide suitable employment for said unfit employee. An employee placed in another seniority group will accumulate seniority in such group only from the date the employee starts work therein.
- Furthermore, a position may be specifically created for such purpose and it is agreed that the position will be abolished once the incumbent is no longer on the program.
- 21.5 While they remain in such program, employees shall not be displaced by able-bodied employees except in the application of the provisions contained under Article 6.7(b) and (c). When they subsequently recuperate, they shall be returned to their former position with no loss in seniority.
- 21.6 Employees on the program will as a result be paid accordingly at the governing Schedule "A" hourly base rate of pay.
- 21.7 Employees who have been placed under this program may be required to furnish monthly medical reports to the Human Resources Director indicating the status of their medical condition. Failing which, they shall then be deemed to have recuperated and shall no longer be able to avail themselves of the program.

- 21.8 Employees while on the program will not be allowed to apply to bulletined positions unless each application is accompanied by a current doctor's note indicating that the employees are physically and/or mentally fit to do the tasks required by said position. If awarded the position the employee will be removed forthwith from the program.
- 21.9 (1998) Employees on W.C.B. may be assigned other suitable duties, when approved by the W.C.B. and the employee's physician, and subject to the limitations of their disability, in any other classification, department or group, and will as a result be paid accordingly at the governing Schedule "A" or "C" hourly rate.

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

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

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 22
HEALTH & BENEFIT PLAN

22.1 (2002)

- (a) Regular employees shall be entitled to the Medical Services Plan of British Columbia and The Fairmont Hotel Vancouver Health & Benefit Plan, 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.

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

- (b) For regular employees whose name appears on List “A”, said Plan shall have the following eligibility periods:
- | | | | |
|-----|-------------------------|---|---------------------------------|
| (a) | Medical Services 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. |
- (c) A regular employee whose name appears on List “B” and who works twelve (12) consecutive months will be eligible for the Life Insurance and AD&D, Weekly Indemnity, Dental Plan, Extended Health Care Plan, and Vision Care, as provided under The Fairmont Hotel Vancouver Health & Benefit Plan, and as amended thereafter
- (d) A regular employee whose name appears on List “B”, having completed three (3) consecutive calendar months of employment shall become eligible to join The Fairmont Hotel Vancouver B.C. Medical Services Plan group.

22.2 (2002) Said Plan shall provide the following:

- (a) MEDICAL COVERAGE - coverage within the (MSP) Medical Services Plan under the Medical Services Act S.B.C. 1967, Chapter 24, and Amendments thereto.
- (b) Said policy shall provide benefits coverage for eligible regular employees in accordance with and as described in the booklet, "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" for the following:
 - (1) (2004) LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT - as described in the booklet, "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" in effect as of September 1st, 2000. Life insurance coverage is \$50,000. Accidental Death & Dismemberment principal sum coverage is \$50,000. Life Insurance at retirement is \$6,000.
 - (2) WEEKLY INDEMNITY - as described in the booklet, "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" in effect as of September 1st, 2000. Weekly Indemnity for Non-gratuity earners is 70% of the regular weekly earnings, for up to 26 weeks (formula 1/1/4, 15/15/11). Weekly Indemnity for Gratuity earners is 75% of the regular weekly earnings, excluding tips and gratuities, for up to 26 weeks (formula 1/1/4, 15/15/11). Benefit calculation will be based on eight (8) weeks previous earnings.

(2002) It will be the employee's option to have the Company ensuring that the form are fully completed.

(2002) Should the employee choose to send direct to GWL, the Company will not be held responsible for any delay in payment.

(2002) The Company will have attached to the claim form a form to be completed by the doctor indicating: (see form)

(2005) Payment made under the Weekly Indemnity provision shall be capped at:

- effective August 1st, 2005 at \$450.00;
- effective August 1st, 2006 at \$475.00;
- effective August 1st, 2007 at \$500.00.

22.2 (cont'd)

- (3) (2004) DENTAL PLAN - as described in the booklet, "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" in effect as of September 1st, 2000. The deductible for dental care is \$25 per person or family each calendar year. Coverage is 100% for Preventative and Routine Treatment and 50% for major treatment, reimbursement for covered expenses will be based on the current dental fee guide. \$2,000 annual maximum per person covered.

Effective August 1st, 2004, increasing to \$2,000 the orthodontics coverage.

- (4) EXTENDED HEALTH CARE PLAN - as described in the booklet, "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" in effect as of September 1st, 2000. The deductible for healthcare is \$25 per person or family each calendar year. The Plan pays 100% of all eligible covered expenses, up to the maximum benefit amount.

N.B. Oral, Injectable and Implant contraceptives, and maximum erectile dysfunction drugs are also covered.

Effective August 1st, 2004, the physiotherapist shall be moved under paramedical and said coverage shall have a new maximum of \$1,200.

Effective August 1st, 2002, change hearing aid coverage to every four (4) years.

- (5) (2005) VISION CARE PLAN - as described in the booklet, "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" in effect as of September 1st, 2000. Vision Care (Eye glasses, contacts, laser eye surgery) coverage is \$350.00/every 24 months per employee and/or dependent covered under the Plan, no deductible. Furthermore, said vision coverage shall have dual coverage same as the coverage for Dental.

- 22.3 (a) (2002) A part-time employee who works twelve (12) consecutive months will qualify for the Life Insurance and AD&D, Weekly Indemnity, Dental Plan, Extended Health Care Plan, and Vision Care. Having rendered seventy (70) hours of actual work in a month, and having enrolled in the Company's group plan, the regular part-time employee shall have the premium cost of the Life Insurance and AD&D, Weekly Indemnity, Dental Plan, Extended Health Care Plan, and Vision Care coverage for each month they qualify thereafter paid by the Company in an amount equivalent to one hundred (100%) percent of the monthly premium.

Effective with the signing of the new collective agreement employees who were classified as part-time employees and had not completed the required waiting period, shall become eligible for the herein stated coverage, following the completion of either the twelve (12) consecutive months or the application of sub-article 22.1 (b) whichever come first.

- (b) (2001) An enrolled employee who does not qualify in any given month by having worked less than seventy (70) hours in that month, but who has worked fifty (50) or more hours in that month, shall have forty percent (40%) of the total monthly premium deducted from his/her wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Company forty percent (40%) of the appropriate monthly premium amount if group coverage is to be maintained.
- (c) (2001) An enrolled employee who does not qualify in any given month by having worked less than fifty (50) hours in that month, shall have one hundred percent (100%) of the total monthly premium deducted from his/her 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.
- (d) In the event that coverage should be interrupted, an employee may re-qualify as indicated above.
- 22.4 (2002) With the exception of B.C. Medical Services 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 the mutual agreement of the Union and the Company.

22.5 (2005) An employee qualified for the Weekly Indemnity Benefit as established under the "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver" 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.

(2005) In addition to paragraph one, effective January 1st, 2006 and every year thereafter, employees who are participating in the Weekly Indemnity section of the Health and Benefits Plan, as stated in this Article, shall accumulate, based on the preceding calendar year, a twenty-four (24) hour paid sick bank calculated on the basis of each six hundred and ninety-three (693) regular hours paid (regular hours, hours of vacation, regular hours for statutory holidays not worked/ lieu days, union leave of absences as per the collective agreement) paid equals 8 hours. The accumulated sick bank may be taken in increments of one half (½) day (four (4) hours) or one (1) full day of eight (8) hours. The sick bank will not be cumulative from year to year.

22.6 (1994) An employee who is in receipt of either Weekly Indemnity or Workers Compensation benefits will have his/her Health & Benefit Plan 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.

22.7 (a) An eligible employee having completed one (1) year of service or more with the Company and who is on an approved Leave of Absence, or is laid-off, may have his/her Health & Benefit Plan maintained for a period of up to twelve (12) months, provided said employee assumes the full cost of same, and pays the total premiums in advance. The monthly premium cost shall not be changed, and will be determined using the immediate month prior to the leave of absence commencing.

(b) An eligible employee who is on an approved Maternity and/or Parental Leave, shall have his/her Health & Benefit Plan maintained by the Company for a period of up to twelve (12) months. The monthly premium cost, or proportion thereof, shall not be changed, and will be determined using the immediate month prior to the leave of absence commencing.

(2000) It is understood that during said period, weekly indemnity coverage and the related premium shall be waived.

22.8 (1996) There shall be no discrimination based on sexual orientation in the case of Family coverage as specified in the "Employee Benefit Plan for Unionized Employees of The Fairmont Hotel Vancouver".

An employee availing himself/herself of this provision shall be responsible for payment of any and all associated taxation requirements.

ARTICLE 23
PENSION PLAN

- 23.1 (1994) The Fairmont Hotels Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver shall be administered and controlled by Fairmont Hotels & Resorts.
- 23.2 (1994) 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 The Fairmont Hotels Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver.
- 23.3 (2002) A regular employee whose name appears on List “A” shall become eligible to participate in the Pension Plan following six (6) months of continuous employment at The Fairmont Hotel Vancouver and having maintained an average of thirty (30) regular hours of work per week. Membership in the Pension Plan shall be mandatory for all said eligible regular employees.

Should employees be transferred from List “A” to List “B”, they shall remain on the Pension Plan.

- 23.4 (2002) A regular employee who is not eligible as per the provisions of article 23.3 or whose name appears on List “B” may voluntarily join The Fairmont Hotels Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver on the first day of any month coincident with or following the date on which they complete twenty-four (24) months of continuous service and have earned the equivalent of at least thirty-five percent (35%) of the Year's Maximum Pensionable Earnings (YMPE), or has worked at least seven hundred (700) hours or more in each of the past two (2) consecutive calendar years of service immediately prior to joining the Pension Plan.

In the event that a regular employee whose name appears on List “B” is awarded position under List “A” and has not yet become eligible for participation in the Pension Plan, then said employee shall become eligible as per the provisions stated in article 23.3 prior to exercising his/her option to join the Pension Plan.

- 23.5 In addition to this, the following specific terms shall apply to the eligible employees covered by this Collective Agreement:
- (a) the employer 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;
 - (b) membership in the Plan shall be mandatory for all eligible regular full-time employees of The Fairmont Hotel Vancouver.
- 23.6 (1994) The vesting rules for The Fairmont Hotels Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver shall be as follows:
- (a) as of the first day of the first pay period of 1991, an employee who has not acquired vesting rights under the Pension Plan for Unionized Employees of Fairmont Hotels & Resorts at The Fairmont Hotel Vancouver, but has two (2) years or more of Plan membership in the Pension Plan for Unionized Employees of Fairmont Hotels & Resorts at The Fairmont Hotel Vancouver shall, effective with the first day of the first pay period of 1991, acquire immediate vesting rights on employer's matching contributions under the Pension Plan for the Employees of Fairmont Hotels & Resorts;
 - (b) as of the first day of the first pay period of 1991, an employee who has less than two (2) years of Plan membership in the Pension Plan for Unionized Employees of Fairmont Hotels & Resorts at The Fairmont Hotel Vancouver shall, before acquiring vesting rights, have to complete the two (2) year period in order to have vesting rights;
 - (c) or if applicable as indicated in the Pension Plan.
- 23.7 (2002) Should the Company discontinue The Fairmont Hotels Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver in accordance with the terms and conditions of the Plan and no longer provide a pension plan, then the total of the employees' contributions and interest accumulated together with the matching employer's contributions and interest accumulated shall be transferred in accordance with the Plan and any applicable Legislation having jurisdiction over the Plan, into a mutually agreed upon pension plan or investment vehicle.

- 23.8 (2002) Should The Fairmont Hotel Vancouver be sold by the Company and the new owner(s) do not maintain an equivalent or better pension plan as The Fairmont Hotels Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver, then the total of the employees' contributions and interest accumulated together with the matching employer's contributions and interest accumulated shall be transferred into another pension plan or investment vehicle, or terminated, following a mutual agreement between the new owner and the Union, in accordance with the Plan and any applicable Legislation having jurisdiction over the Plan.
- 23.9 (1994) An employee may retire at age fifty-five (55) by mutual agreement between the Company and the employee or in the event a medical certificate from a duly qualified physician or surgeon discloses that the employee is unable to continue his/her employment for health reasons.
- 23.10 (2005) Effective January 1st, 2006 and every year thereafter, an early retirement allowance based on a ten (10) 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 November 1st of his/her intention to retire effective no later than December 31st. Payment of said early retirement allowance shall be made with the first pay period immediately following the last day of work.

An employee who on November 1st, 2005 is sixty (60) years of age or over and has achieved twenty (20) years of continuous service may, on a one-time basis, be eligible to receive the early retirement allowance provided that he/she notifies the Company in writing no later than November 1st, 2005 of his/her intention to retire effective December 31st, 2005. Payment of said early retirement shall be made with the first pay period of the year 2006.

ARTICLE 24
MISCELLANEOUS

- 24.1 **Service Letters:** The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation. An employee dismissed or leaving the service with due notice, shall, upon request, be given the usual certificate of service and will be paid on the pay day of current pay period.
- 24.2 **Locker and Washroom Facilities:** Each regular employee shall be provided with his/her own locker, and washroom facilities shall be maintained in a clean and sanitary condition by the Company. Employees will assist in the maintenance of these standards. Locker inspections shall be made in the presence of the Local Chairperson or a union representative.
- 24.3 (1994) **Uniforms:** Employees covered under Schedules A and/or C who are required to wear a uniform (shirt/blouse/jacket/vest, tie, trouser/skirt, dress) shall have it supplied by the Company free of charge with the exception of footwear (notwithstanding Article 24.7). All uniforms will be laundered free of charge.
- 24.4 (2002) **Employee Liability:** When an employee is authorized to cash cheques, honour credit cards or credit accounts, they will not be held responsible for any losses provided they have followed the Company's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from the Company they will be held responsible.

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

- 24.5 (2000) **Bereavement Leave:** In the case of bereavement, an employee having at least one (1) year's seniority, upon request and with adequate evidence, shall be allowed time off work (exclusive of assigned days off) without loss of pay as follows:
- (a) (2002) up to five (5) consecutive scheduled work days to arrange for and/or attend the funeral of and/or grieve the loss of a mother, father, step-parent, spouse (*), child, step-child
- (*) Spouse is defined as a person who is:
- legally married and living with the employee, or
 - living with the employee for at least one (1) year in a conjugal relationship.

24.5 (cont'd)

- (b) (2002) up to three (3) consecutive scheduled work days to arrange for and/or attend the funeral of and/or grieve the loss of a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild or grandparent.

Where it is the case of attending a funeral for a family member as described above, an employee may, upon request, be granted an unpaid leave of absence in accordance with the provisions of Article 16.

24.6 **Tool Allowance - Kitchen and Maintenance Departments :** Where an employee working in either of the above-stated departments is expected to provide certain tools necessary in performing daily duties, the following will apply :

- (a) said employee must supply a complete and current inventory of all personal tools, duly identified, that are used in performing daily duties to his/her department head by January 1st annually, following which the department head will confirm and approve said inventory;
- (b) (2005) 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, reimburse one hundred percent (100%) of the cost of replacement with a tool equivalent to that inventoried, to a maximum of three hundred and fifty dollars (\$350.00) per year total.
- (c) employees are responsible for the security and safekeeping of their tools which are to be kept on property at all times.

24.7 (2002) **Safety Footwear:** Every employee must equip themselves with safety footwear that complies with Workers Compensation Board requirements.

The Company will reimburse an eligible employee for the cost of one (1) pair of Safety Footwear, to a maximum of one hundred dollars (\$100.00), once every twelve (12) months.

Having completed six (6) months of service, employees of the following departments are eligible to avail themselves of the Safety Footwear program: Maintenance, Kitchen, Stores & Stewards, Housekeeping; and employees occupying the classifications of Banquet Houseperson, Head Porter, Captain Porter, Doorperson, Porter, and Night Porter.

24.8 (1990) The gross amount of Banquet Department gratuities shall be distributed as follows: fifty percent (50%) with the first (1st) payperiod of the following month, and the balance on the second (2nd) payperiod of the same month.

24.9 (2002) **Job Security Program & Severance Pay:** Effective with the signing of the Collective Agreement, all regular active employees whose name appears on List "A", who have been permanently laid off, and who have been unable to exercise their seniority in accordance with the provisions of Article 6, are eligible for the following Job Security Program:

(a) A regular employee who wishes to exercise his/her seniority for a position for which the employee is not qualified shall be trained for a period of up to thirty (30) working days, with full pay and without loss of accrued seniority.

In the event that the regular employee fails to qualify after such training, the employee may elect to activate the other provisions of this program.

(b) A regular employee whose name appears on List "A" having completed six (6) consecutive months, but less than three (3) years, will be entitled to two (2) weeks severance pay. After the completion of a period of employment of three (3) consecutive years, will be entitled to one (1) additional week for each subsequent completed year of employment.

(c) Regular employees who elect to activate a sub-clause of this program and are eligible to apply for early retirement under the rules of the Pension Plan, will be allowed to transfer the severance pay as an additional voluntary and unmatched contribution to the Pension Plan.

(d) Regular employees who have been a member of the Pension Plan for at least fifteen (15) years and are at least forty-five (45) years of age, and who elect to activate sub-clause (b) of this program and are not eligible to apply for early retirement under the rules of the Pension Plan, may elect to vest the joint past contributions to said plans until able to qualify for a pension under the rules of the Plan.

(e) Any regular employee accepting severance pay is deemed to have resigned from the service of the Company and his/her name shall be removed from the seniority list. In the event the regular employee returns to the service of the Company, the regular employee shall do so on the basis of being a "new" employee and shall therefore establish a new seniority date.

24.10 (2002) **Outside Contracting:** 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.

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

- (a) the Company will provide the Union, in writing, with a minimum of thirty (30) calendar days advance notice of the proposed change;
- (b) at the Union's request, and within the specified time indicated in (a) above, meet prior to the proposed change so as to explain why the work must be contracted out and to consider any Union proposals which may enable the work to be continued within the bargaining unit, within budget and/or time frame;
- (c) (2005) The Company will not contract out work which would result in a lay-off, maintain a lay-off or reduce the regular working hours of an employee who, on the date of signing of this collective agreement or date it will be in force (August 1st, 2005), is still actively employed.

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

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

(2000) The terms and conditions for joint consultation and adjustment plans as set out in the B.C. *Labour Relations Code*, Part 4, Division 2, Sections 53 and 54, as they existed on August 1st, 2000, shall be minimum requirements incorporated within this Collective Agreement.

24.11 (1998) Employees shall have the right to view their personnel file upon written request to the Human Resources Director and, if they so desire, may request to have the Local Chairperson present when doing so.

24.12 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 or Union shall counsel, support or participate in the aforementioned activities.

- 24.13 (a) An employee shall have the right to refuse to cross a picket line when it has been declared a legal picket line by the Labour Relations Board or a court of competent jurisdiction. No employee will be disciplined for a refusal to cross such a picket line.
- (b) (1994) Employees claiming the protection of this right cannot claim entitlement to lost wages for time not worked in consequence of exercising the right.

ARTICLE 25
HEALTH, SAFETY & THE ENVIRONMENT
(2005)

25.1 (2002) 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 (The Fairmont Hotel Vancouver), as described in the current Manual used and implemented by the joint Health & Safety Committee, as well as all applicable legislation.

(1996) 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.

25.2 EMPLOYER 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.

25.3 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.

25.4 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.

(2005) Meetings of the Joint Health and Safety Committee shall be chaired alternately by the Company selected Co-Chair and the union selected Co-Chair. Minutes shall be recorded alternately by the Company Co-Chair and the union Co-Chair. The Company agrees to provide clerical services for the production of minutes. Both Co-Chairs of the Joint Health and Safety Committee shall sign the minutes and the union selected Co-Chair shall have the responsibility to provide a copy of said minutes to the Local Chairperson.

(2005) The Company agrees that the union representatives of the Joint Health and Safety Committee shall be provided one (1) hour without loss of regular rate of pay to meet for the purposes of preparing for the monthly Joint Health and Safety Committee meeting. This time provided shall be at a mutually agreed period between the Director, Human Resources and the selected union Co-Chair.

(2005) The company shall allow the union selected Co-Chair to take time that is reasonably necessary up to a maximum of one (1) hour, from his/her regular duties, for the purpose of preparing the union agenda and coordinating audio visual equipment for the Joint Health and Safety Committee's monthly meeting. Such time will be without loss of regular pay. Furthermore, the company shall provide any office supplies or audio visual equipment that is required by the Union selected Co-Chair to perform his/her duties at the monthly meeting.

25.5 RIGHT TO ACCOMPANY INSPECTOR

(2005) A selected union member of the Joint Health and Safety Committee may participate in accident and incident investigations as described under the B.C. Occupational Health & Safety Regulations. The union member of the Joint Health and Safety Committee that participates in the investigation shall sign these accident and incident reports.

25.6 PAY FOR ATTENDING MONTHLY MEETINGS

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

25.7 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.

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 Workers' Compensation Board for investigation and decision orders if required. The employee may be assigned temporarily to alternative work until the matter is resolved.

25.8 Employees required by the Company to take sponsored training program 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 the CAW Health and Safety School.

25.9 (2005) Upon request by the union Co-Chair of the Joint Health and Safety Committee, the Company shall, once every twelve (12) months, organize and pay the training cost of a one (1) day Level 1 first aid course and unionized members of the Joint Health and Safety Committee may attend at no loss of regular pay.

25.10 (2005) The Joint Health and Safety Committee will be apprised of any known hazard which may impact the health and safety of The Fairmont Hotel Vancouver's employees. Where possible, information shall be provided within thirty (30) calendar days in advance of any introduction of new cleaning products in the work place. None of the herein stated provisions shall preclude the Company of utilizing their choice of cleaning product

ARTICLE 26
CULINARY APPRENTICESHIP
(2005)

- 26.1 Should the Company intend to open position(s) for the culinary apprenticeship program within the Culinary Department, said position(s) shall be bulletined and the following articles shall apply: 7.1 (excluding the application of a) 4 & 5), 7.3, 7.5, 7.9 & 7.10.
- 26.2 Culinary apprentices will be trained in accordance with the rules and regulations established by the B.C. Provincial Apprenticeship Board and in conjunction with the Canadian Federation of Chefs de Cuisine.
- 26.3 All culinary apprentices shall be scheduled in all areas of the Culinary Department in order to prepare them to write the appropriate exam(s). Furthermore, in conjunction with the appropriate school's availability, the Company will schedule the apprentice, within thirteen (13) calendar months from the date of entering into a level of the program, so that he/she may attend the technical training portion of his/her program.
- 26.4 The rates of pay for culinary apprentices either promoted into the program or hired specifically as an apprentice shall be as follows:
- 1st year:** will be equated to the Cook 4 rate of pay; upon successful completion of the first year program said apprentice shall move to:
- 2nd year:** will be equated to the Cook 3 rate of pay; upon successful completion of the second year program said apprentice shall move to:
- 3rd year:** will be equated to the Cook 2 rate of pay.
- 26.5 An internal successful applicant to the Culinary Apprenticeship Program whose classified rate exceeds the pay schedule in point 4 shall not have his/her base rate reduced while they are in the Apprenticeship Program.
- 26.6 The Company shall continue its practice of maintaining full payment of the Health & Benefits Plan premium for a culinary apprentice(s) while attending the scheduled four (4) weeks technical training portion of the program.

- 26.7 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" shall not be refused or cancelled for the duration of up to three (3) years in the program without a justifiable reason.
- 26.8 Upon successful completion of said program, the employee will only be classified as Cook 1 should there be an existing position bulletined. Should no position exist, then said employee shall maintain the rate applicable to the classification of Cook 2 until such time as the employee becomes the successful applicant to a bulletin for such a higher-rated classification.
- 26.9 Apprentices will not be used to displace or replace other positions except as provided herein.

ARTICLE 27
DISCRIMINATION & HARASSMENT PREVENTION POLICY
(2005)

- 27.1 The Company and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person is absolutely prohibited. Every employee has the right to work in an environment, free from discrimination and harassment including sexual harassment based on the above stated prohibited grounds. Action contravening this policy will constitute grounds for corrective actions.
- 27.2 The Company shall provide a copy of the Fairmont Hotels & Resorts Discrimination & Harassment Prevention Policy in effect to all newly hired employees. Both parties shall ensure that all employees occupying a scheduled position shall adhere to and be governed by said policy. The Company shall ensure that the employees occupying an excepted position shall adhere to and be governed by said policy.

Any amendments to said policy shall be consistent with the present Article and a copy shall be provided to all employees and shall be forwarded to the Local Chairperson and to the National Representative of the Union.

- 27.3 **DEFINITION:**
Discrimination is defined as the denial of equal treatment in employment because of a prohibited ground under legislation.

Harassment is defined as any course of conduct, comment or gesture relating to a person's race, age, disability or other prohibited ground, that is known, or ought reasonably to be known, to be unwelcome, or that is likely to cause offence or humiliation to any employee.

Poisoned Work Environment is defined as a work environment that is "poisoned" or negatively affected by discriminatory or harassing conduct based on a prohibited ground, even if not directed at a specific individual.

Sexual Harassment is defined as any course of conduct, comment, gesture or contact of a sexual nature that is known, or ought reasonably to be known, to be unwelcome, or that is likely to cause offence or humiliation to any employee.

- 27.4 Any complaint involving allegations of discrimination, harassment or a complaint arising out of the “Letter of Agreement – re: Nature of Communication” may be reported in confidence directly to the Manager, the Company’s Director, Human Resources and/or the Local Chairperson or President.

All complaints will be jointly 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.

The Company will take the actions it considers appropriate to resolve the complaint.

Should the complainant decide appropriate action has not been taken, a grievance may be filed with the Local Chairperson and admitted at Step 2 of the grievance procedure.

- 27.5 Both the unionized complainant and the unionized accused employee may, if they choose, have the assistance of a departmental shop steward, union executive officer or the National Representative of the union.
- 27.6 Where the harassment is proven and the only solution to resolve the issue is a transfer of an employee into another classification or department, if feasible, it shall be the offender who is transferred.
- 27.7 Any and all documents related to a bona fide complaint of harassment and/or discrimination shall not be subject to the application of article 17.8.
- 27.8 Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

ARTICLE 28
MANAGEMENT'S RIGHTS

- 28.1 The Union recognizes that the Company has the exclusive right to operate and manage the business, to maintain order and efficiency and to hire, promote and with just cause to demote, discipline or discharge employees.

The rights reserved to Management herein are subject to the other provisions of this Agreement and should be exercised in a manner consistent with them. Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Agreement.

- 28.2 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.

ARTICLE 29
DURATION OF AGREEMENT

29.1 Except as otherwise specified herein, this Agreement shall become effective on August 1st, 2005, and shall expire on July 31st, 2008, and subject to not more than one hundred and twenty (120) days' notice in writing from either party thereto of its desire to revise or amend it, which may be served any time subsequent to March 31st, 2008.

The parties agree to specifically exclude the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of B.C..

The parties agree that the conditions of employment stated in this Agreement will be maintained in force after this Agreement expires and until such time as either of the Parties exercises its' legal right to strike or lock-out, or until a new Collective Agreement has been agreed to, whichever occurs first.

Signed at Vancouver, British Columbia, this _____ day of _____ 2005.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA), LOCAL 4275

F. PIGEON

D. KELLAHAN

M. GRAHAM

K. QUINN

S. GEMMEL

S. PATEL

P. BARNES

D. LEFEBVRE

REGIONAL VP & GENERAL MANAGER

D. ELLESS

T. TANASIUK

SCHEDULE A - WAGES & CLASSIFICATIONS

Job Classification	Rate as of 2005/08/01	Rate as of 2006/02/01	Rate as of 2006/08/01	Rate as of 2007/02/01	Rate as of 2007/08/01	Rate as of 2008/02/01
GROUP I						
Front Office Department						
0 Senior Guest Agent	19.41	19.70	19.95	20.20	20.50	20.81
0 Guest Agent	18.31	18.58	18.81	19.05	19.34	19.63
Reservation Department						
0 Senior Reservation Agent	19.41	19.70	19.95	20.20	20.50	20.81
0 Reservation Agent	18.31	18.58	18.81	19.05	19.34	19.63
Administration Department						
0 Payroll Clerk	19.68	19.98	20.23	20.48	20.79	21.10
0 Clerk/Typist	17.61	17.87	18.09	18.32	18.59	18.87
0 Accounting Clerk	18.31	18.58	18.81	19.05	19.34	19.63
Telephone Department						
0 Telephone Technician Operator	19.41	19.70	19.95	20.20	20.50	20.81
0 Guest Agent (telephones)	17.61	17.87	18.09	18.32	18.59	18.87
GROUP II						
Guest Service Department						
1 Head Porter	16.46	16.71	16.92	17.13	17.39	17.65
1 Captain Porter	14.01	14.22	14.40	14.58	14.80	15.02
1 Porter	12.97	13.16	13.32	13.49	13.69	13.90
1 Doorperson	13.77	13.98	14.15	14.33	14.54	14.76
0 Guest Services Agent	17.33	17.59	17.81	18.03	18.30	18.57
1 Night Porter	14.73	14.95	15.14	15.33	15.56	15.79
GROUP III						
Housekeeping Department						
0 First Assistant Housekeeper	18.31	18.58	18.81	19.05	19.34	19.63
0 Assistant Housekeeper	17.61	17.87	18.09	18.32	18.59	18.87
0 Guest Attendant - Linen	17.61	17.87	18.09	18.32	18.59	18.87
0 Guest Attendant	17.35	17.61	17.83	18.05	18.32	18.59
0 Guest Attendant - Utility	17.35	17.61	17.83	18.05	18.32	18.59
0 Guest Attendant - Laundry	17.61	17.87	18.09	18.32	18.59	18.87
GROUP IV						
Culinary Department						
0 Chef de Partie	20.10	20.40	20.66	20.92	21.23	21.55

Job Classification		Rate as of 2005/08/01	Rate as of 2006/02/01	Rate as of 2006/08/01	Rate as of 2007/02/01	Rate as of 2007/08/01	Rate as of 2008/02/01
0	Cook 1	19.51	19.80	20.05	20.30	20.60	20.91
0	Cook 2	18.19	18.46	18.69	18.92	19.20	19.49
0	Cook 3	17.92	18.19	18.42	18.65	18.93	19.21
0	Cook 4	17.61	17.87	18.09	18.32	18.59	18.87
GROUP V							
In Room Dining Department							
1	Cashier/Order taker	17.89	18.16	18.39	18.62	18.90	19.18
0	Mini-Bar Attendant	17.34	17.60	17.82	18.04	18.31	18.58
0	In Room Dining Server	13.23	13.43	13.60	13.77	13.98	14.19
1	Chatterly Host	17.69	17.96	18.18	18.41	18.69	18.97
1	Captain In Room Dining	15.49	15.72	15.92	16.12	16.36	16.61
900 West Restaurant & Lounge Department							
1	Host	17.69	17.96	18.18	18.41	18.69	18.97
0	Restaurant Server	13.08	13.28	13.45	13.62	13.82	14.03
1	Bartender	15.66	15.89	16.09	16.29	16.53	16.78
1	Lounge Server	13.41	13.61	13.78	13.95	14.16	14.37
Griffins Department							
0	Host	17.69	17.96	18.18	18.41	18.69	18.97
1	Server	13.08	13.28	13.45	13.62	13.82	14.03
Banquet Department							
0	Houseperson	14.96	15.18	15.37	15.56	15.79	16.03
GROUP VI							
Stores Department							
0	Storekeeper	18.22	18.49	18.72	18.95	19.23	19.52
0	Storeroom Helper	17.54	17.80	18.02	18.25	18.52	18.80
0	Receiver	18.05	18.32	18.55	18.78	19.06	19.35
Stewarding Department							
0	Coordinator	19.43	19.72	19.97	20.22	20.52	20.83
0	Kitchen Steward	17.61	17.87	18.09	18.32	18.59	18.87
0	Stewards Helper	17.61	17.87	18.09	18.32	18.59	18.87
0	Dishwasher	17.35	17.61	17.83	18.05	18.32	18.59
GROUP VII							
Maintenance Department							
0	Maintenance I	24.32	24.68	24.99	25.30	25.68	26.07

Job Classification		Rate as of 2005/08/01	Rate as of 2006/02/01	Rate as of 2006/08/01	Rate as of 2007/02/01	Rate as of 2007/08/01	Rate as of 2008/02/01
0	Maintenance Engineer	20.93	21.24	21.51	21.78	22.11	22.44
0	Maintenance II	20.93	21.24	21.51	21.78	22.11	22.44
0	Maintenance III	19.00	19.29	19.53	19.77	20.07	20.37
0	Maintenance IV	17.61	17.87	18.09	18.32	18.59	18.87
GROUP VIII							
Health Club Department							
0	Assistant H.C./Pool Manager	19.41	19.70	19.95	20.20	20.50	20.81
0	H.C./Pool Attendant	17.86	18.13	18.36	18.59	18.87	19.15

Legend : 0 = Non-gratuity earning classification
1 = Gratuity earning classification

Wage increase effective date(s) : Negotiated wage increases will be effective on the first (1st) day of the payperiod closest to the effective date.

SCHEDULE B

General Manager
Administrative Assistant
Director of Operations

Comptroller
Assistant Comptroller
Operations Analyst
Purchasing Agent
Accountant
Manager, Information Systems
Credit Manager
Chief Auditor

Director, Human Resources
Assistant Director, Human Resources
Officer, Human Resources
Coordinator, Human Resources

Director, Rooms Division
Front Office Manager
Assistant Front Office Manager
Reservations Manager
Chief Concierge
Concierge
Executive Housekeeper
Assistant Executive Housekeeper
Housekeeping Coordinator
Laundry Manager
Assistant Laundry Manager
Guest Services Manager
Manager, Telecommunications
Chief Security Officer
Security Officer
Health Club and Pool Manager

Director, Food and Beverage
Food and Beverage Coordinator
Assistant Food and Beverage Manager
Director, Catering and Conventions
Manager, Catering and Conventions
Catering Coordinator
Banquet/Catering Sales Manager
Banquet Manager
Assistant Banquet Manager
Manager, Food & Beverage Outlet
Assistant Manager, Food & Beverage Outlet

Executive Chef
Executive Sous Chef
Sous Chef
Chief Steward
Assistant Chief Steward

Regional Director, Marketing & Sales
Director of Sales
Sales Manager
Sales Coordinator
Director, Public Relations

Building Superintendent
Assistant Building Superintendent

SCHEDULE C

Between :

The Fairmont Hotel Vancouver (the Company)

and :

The National Automobile, Aerospace Transportation and General Workers Union (CAW-Canada), Local 4275 (the Union), representing the Casual Banquet Servers, Casual Banquet Bartenders, and Casual Banquet Cashiers. (1998)

- (1) **SCOPE**
(1998) Subject to the terms and conditions as outlined herein, Schedule C applies solely to Casual Banquet Servers, Casual Banquet Bartenders, and Casual Banquet Cashiers.
- (2) **DEFINITION**
(1998) A "Casual Banquet Employee" is a Banquet Server and/or Banquet Bartender and/or Banquet Cashier who reports to work when requested by the Company on the basis of his/her seniority.
- (3) **PURPOSE**
(1998) The general purpose of the Schedule is to establish mutually satisfactory relations between the Company and any Casual Banquet Servers, Casual Banquet Bartenders, and Casual Banquet Cashiers in the Company's employ. The Company will continue with the previously established procedure for engaging Casual Banquet employees.
- (4) **DEDUCTION OF DUES**
(2002) The provisions of Article 3 - Deductions of dues as stated in Schedule A shall apply to employees covered by this Schedule C.
- (5) **VACATIONS**
(2002) Employees covered by this Schedule will be paid for Annual Vacation in accordance with the provisions set out in Article 15 of Schedule A of this Agreement.
- (6) **STATUTORY HOLIDAYS**
Employees covered by this Schedule shall be entitled to Statutory Holidays in accordance with the provisions set out in Article 14 of Schedule A of this Agreement. (1998)

(7) **HOURS OF SERVICE**

- (a) (2005) Exclusive of a meal period, employees will be scheduled for a minimum of four hours. Employees requesting shorter shifts shall be required to sign out and will be paid only for hours worked.
- (b) (2005) The Company shall give an employee twenty-four (24) hours notice of cancellation of a shift and twelve (12) hours notice of a change of shift, failing which the employee will be paid for the time the employee was scheduled.
- (c) (2000) The Banquet Department weekly schedule covering hours of work for Schedule C Casual employees will be posted by Wednesday 5:00 p.m., for the work week starting the following Friday and ending the Thursday thereafter. Said schedule shall be posted in a conspicuous place where all employees concerned have ready access to read and take note. In this manner, the departmental weekly schedules will correspond to the payroll processing schedule.
- (d) (2000) Within any particular classification within the Banquet Department, preference of shifts and scheduling for available shifts of work shall be allocated in accordance with seniority and availability as follows:
 - (i) Schedule C casual employee
 - (ii) (2005) Schedule A employees as per the provisions of Article 6.15
- (e) The Company agrees to schedule all schedule C employees in the following manner:
 - 1) (2005) Employees shall be required to fill out an availability/preference sheet prior to the posting of the work week schedule.
 - 2) (2005) The Company shall assign shift and regular hours in accordance with the employee's seniority, preference and approved availability.
 - 3) Employees shall initial or check off their working schedule to signify they have seen the schedule and taken note.
 - 4) The Company shall call any employee who has not initialed or check off to advised the employee they are scheduled.
 - 5) (2005) If the Company is unable to reach the scheduled employee, the Company may in accordance with Schedule C, - (d) reassign the shift and regular hours.

(7) (cont'd)

(f) (2002) Should an employee fail to accept or report for an assignment on three (3) individual working days within a thirty (30) calendar day period, except when on an authorized leave of absence, authorized absence for work, sickness, or other unavoidable reason, said employee shall lose his/her current seniority and a new seniority date will be established upon completion of his/her next completed assignment.

(g) (2002) Casual employees who have lost their seniority, stated above in (f), on three (3) occasions or who are not working for a period of six (6) consecutive months shall have their file closed and their employment deemed to be terminated at that time.

(h) (2005) Split Shifts shall have a minimum of two (2) hours break between shifts.

(8) **OVERTIME**

Authorized overtime on a daily basis will be offered in accordance with seniority, and will be paid in the following way:

(a) 1 1/2 times the employee's regular wage for the time worked over eight hours, and

(b) double the employee's regular wage for any time worked over eleven (11) hours.

Authorized overtime on a weekly basis, exceeding forty (40) hours, will be scheduled in accordance with seniority, and paid in the following way:

(a) 1 1/2 times the employee's regular wage for the time worked over forty (40) hours, and

(b) (1998) double the employee's regular wage for any time worked over forty-eight (48) hours.

(9) **RATES OF PAY**

Rates of pay listed in Schedule C shall apply during the term of Schedule C, subject to all other provisions of Schedule C.

A new employee shall be subject to a rate of pay equal to twenty-five percent (25%) less than that listed in Schedule C for up to the first ninety (90) assignments. It is understood that work on any one day shall constitute an assignment.

(1996) Employees temporarily assigned to higher-rated positions for one (1) hour or more shall be entitled to the higher rate. Assisting a higher-rated employee does not justify a rate change. Similarly, employees temporarily assigned to lower-rated positions shall not have rates reduced.

(10) **RULES & REGULATIONS**

(1998) The Union agrees that it is the responsibility and exclusive function of the Company to manage the enterprise in which it is engaged and to maintain order, discipline and efficiency, and acknowledges that Casual Banquet Servers, Casual Banquet Bartenders, and Casual Banquet Cashiers, are required to observe all rules and regulations of the Company, and are subject to discipline for breaches thereof.

(1998) The Hotel shall maintain reasonable staffing levels in the Banquet Department as relating to the number of customers to server(s).

(11) **GRIEVANCE PROCEDURE**

(1998) Employees covered by Schedule C shall have access to the steps outlined in Article 17, Grievance Procedure.

(12) **HEALTH & BENEFITS**

(a) (1998) It is agreed that employees covered by this Schedule shall be eligible to participate in the B.C. Medical Services Plan in accordance with Articles 22.2 and 22.4 of Schedule A.

(b) (2000) It is agreed that employees covered by this Schedule shall be eligible to participate in the Life Insurance & AD&D, Weekly Indemnity, Dental Plan, Extended Health Care Plan, and Vision Care, in accordance with Articles 22.3 and 22.4 of Schedule A.

(13) **PENSION PLAN**

(1994) It is agreed that employees covered by this Schedule shall be eligible to participate in the Canadian Pacific Hotels Corporation Pension Plan for Unionized Employees at The Fairmont Hotel Vancouver as outlined within Article 23 and specifically in accordance with Article 23.4 of Schedule A.

(14) **PROBATIONARY PERIOD**

(2005) The probationary period for a new employee shall be up to two hundred and forty (240) hours worked. Should the probationary employee be found to be unsuitable, the employee shall be terminated.

(15) **BANQUET GRATUITIES**

(2000) The monthly total of banquet gratuities, indicating distribution to Schedule C employees, shall be posted on a monthly basis by the Company in a location where all employees will have ready access to such notice during office hours and the Local Chairperson shall receive a copy of the gratuity distribution.

(1996) Upon written request, a mutually convenient time for a meeting between the Comptroller and the Local Chairperson (who may be accompanied by a Schedule C representative), will be set in order that banquet gratuities collected by the Company for a specific month may be reviewed. It is understood that such request shall only pertain to the previous month's banquet gratuity distribution.

(16) **GRATUITY DISTRIBUTION**

Unionized employees, as covered by Schedules "C" or "A", and who as a result of their participation in the provision of both internal and external services to our Catering and Convention clients, will receive banquet gratuities as follows:

Server	1.25 points
Bartender	1.00 points
Cashier (Schedule C)	0.75 points
Banquet Houseperson	1.00 points

It is understood that the point ratio noted above is equivalent to a value derived from the total unionized gratuity portion divided by the total hours worked by unionized employees.

(1998) The portion of banquet gratuities to be divided amongst the above unionized employees will be sixty-five percent (65%).

(17) **GRATUITY DISTRIBUTION**

(1998) The gross amount of Banquet Department gratuities shall be distributed as follows: fifty percent (50%) with the first (1st) payperiod of the following month, and the balance on the second (2nd) payperiod of the same month.

(2002) Should the Company schedule employees of the Banquet Department to work on a non-gratuity function, ten percent (10%) of the net labour charge (total labour charges to guest less rate paid to employees equal net charge) will be paid into the union gratuity pool.

(18) **BEREAVEMENT LEAVE**

(2002) Employees covered by Schedule C shall be entitled to Bereavement Leave as set out in article 24.5 of the main body of the collective agreement.

(19) **SCHEDULE A SENIORITY EQUIVALENCY**

(2000) Only for bidding purposes on a bulletined Schedule A permanent or temporary vacancy/position, Schedule C employees will have equivalent Schedule A part-time seniority as follows:

- from the date of the employees written Bid/Application, determine the total number of hours worked at The Fairmont Hotel Vancouver for each of the four (4) preceding years of continuous employment, or less when applicable
- select the best three years
- total the hours for the best three years, divide by forty (40), and this will equal the total number of weeks seniority in Schedule A.
- where an employee has worked for less than three (3) years, divide his/her total hours by forty (40), and this will equal the total number of weeks seniority in Schedule A.

Should a Schedule C employee be awarded said Schedule A permanent position the following shall apply:

- (a) (1998) In the application of seniority rights within said employee's new Schedule A group, said employee shall accumulate seniority in said new group from the effective date of such transfer.
- (b) (2002) Should an employee fail to accept or report for an assignment on three (3) individual working days within a thirty (30) calendar day period, except when on an authorized leave of absence, authorized absence for work, sickness, or other unavoidable reason, said employee shall lose his/her current seniority and a new seniority date will be established upon completion of his/her next completed assignment.
- (c) (1998) Said employee shall continue to hold and accumulate his/her former Schedule C seniority during the trial period of up to forty-five (45) working days in Schedule A. Upon successful completion of the trial period said employee shall have his/her Schedule A seniority equivalency transferred into his/her new group in Schedule A, and shall forfeit all seniority rights in Schedule C.
- (d) (2000) In the event of a lay-off during the trial period or should the employee not be successful, or upon expiry of a Schedule A temporary vacancy/position, said employee shall be entitled to return to Schedule C with Schedule C seniority intact and will forfeit Schedule A seniority.
- (e) (1998) For the purpose of vacation entitlement, said employee's entry to service date shall be used.

(20) **ATTENDING COURT**

(1998) An employee, other than as the accused, who loses time by reason of being required to undertake jury duty, to attend Court, appear as a witness, in any Criminal matter, or to attend a coroner's inquest, pursuant to a summons, shall be reimbursed in an amount necessary to ensure no loss in pay upon provision to the Company of appropriate documentation attesting to such.

SCHEDULE C : WAGES & CLASSIFICATIONS

Job Classification		Rate as of 2005/08/01	Rate as of 2006/02/01	Rate as of 2006/08/01	Rate as of 2007/02/01	Rate as of 2007/08/01	Rate as of 2008/02/01
	Banquet Department						
1	Banquet Server	13.08	13.28	13.45	13.62	13.82	14.03
1	Banquet Bartender	14.19	14.40	14.58	14.76	14.98	15.20
1	Banquet Cashier	12.17	12.35	12.50	12.66	12.85	13.04

Legend : 0 = Non-gratuity earning classification
1 = Gratuity earning classification

Wage increase effective date(s) : Negotiated wage increases will be effective on the first (1st) day of the payperiod closest to the effective date.

LETTER OF UNDERSTANDING

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 4275

Re: Recall Rights

The following confirms our agreement during the recent set of negotiations.

(2005) In the event that The Fairmont Hotel Vancouver expected to cause lay-offs for an entire department exceeding the provisions contained in Article 6.12 (e), the Company will advise the Union as far as possible within a thirty (30) calendar day period of such lay-off commencing, and it is understood that the provisions of Article 6.12 (e) shall be extended for an additional nine (9) month period. Should it extend beyond this additional nine (9) month period, both parties shall meet to discuss lay-off and recall provisions for the remaining length of time, if known, with a view to establishing additional provisions.

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF UNDERSTANDING

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Printing of Agreement

This will confirm our agreement during collective bargaining that the cost of printing the Collective Agreement as follows:

The Company will pay, print, and provide the Union with 700 copies within 30 days of signing, and it will be printed in a unionized print shop in order to have the union label on a cover. (2000)

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF UNDERSTANDING

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Guest Services Agents (Originally dated October 7, 1998)

This will serve to confirm our discussion during this round of collective bargaining that, while sometimes referred to as “Lobby Concierge” by guests and coworkers alike, employees working in the Lobby area adjacent to the front desk are in fact classified as “**Guest Services Agents**” and, as such, are covered by the Scope of this Agreement.

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF UNDERSTANDING

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Medical Certificate

This will serve to confirm our discussions during this round of collective bargaining that:

- (1) An employee will not be required to provide a medical certificate for a one (1) day absence unless that particular employee has a level of absenteeism beyond the norm. (1998)
- (2) The cost of additional medical certificates/documentation required by the Company, or it's insurance carrier, to challenge the medical information already provided by an employee's physician, will be paid for by the Company, and provided that such costs are not otherwise covered by the Medical Services Plan of B.C. or the Workers Compensation Board. (2000)

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF UNDERSTANDING

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Local Union executive (2005)

The parties agree that the current Local Union executive consists of three (3) employees from the Reservations Department. If a request for a leave of absence to attend Union business which is within the control of the Local Union, excluding negotiations, affects the needs of the operations, the Director Human Resources, the National Representative and/or the Local Chairperson or his/her designate shall meet prior to said date and find a resolution in order to meet operational needs.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

LETTER OF INTENT

BETWEEN
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)
AND
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Fixed and Flexible Full-Time Positions

(1998) Effective with the signing of the Collective Agreement, this letter will confirm the intent of our agreement reached during the recent set of negotiations.

In the event that the Company finds it necessary to change the number of fixed or flexible positions within the bargaining unit, it agrees to the following:

- (a) to provide the Union, in writing, with a minimum of fifteen (15) days advance notice of the proposed change(s);
- (b) to meet with the Union prior to the proposed change(s) so as to explain why the changes must be implemented and to consider any proposals which would address the Union's concerns;
- (c) if following (a) and (b) it is still necessary to implement those changes, the Company and Union shall meet with a view to reducing the adverse effect such change may have on those employees directly affected.
- (d) (2002) On or about each of the following date of each year (first starting work week of the month):
 - (a) March 1st;
 - (b) September 1st;

(2005) Within each classification within each Department, starting with the most senior employee, each employee shall, for the duration of the period, select a fixed weekly schedule as stated herein above or a flexible weekly schedule. Once all fixed weekly schedules have been selected, all other remaining employees of said classification shall be assigned in accordance with the provision contained in article 8.1.

In the application of the provisions of Article 7.4, the above shall not apply.

It is agreed that within thirty (30) days of the signing of this Collective Agreement and on the anniversary date thereafter, the Company will provide one copy of each department's weekly work schedule for that work week to the Local Chairperson. Said schedules shall identify fixed and flexible positions. Following the application of Article 7.3, it is also agreed that the Local Chairperson may, during the course of the year, request to meet with the Human Resources Director to review any discrepancies in the number of fixed or flexible positions.

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Sous Chef, Culinary Department (Originally dated December 09, 1994)

This letter of intent outlines the agreement reached during collective bargaining and relates to the main duties and responsibilities for the position of "Sous Chef". Said duties and responsibilities are primarily considered to be the supervision, control and general managerial obligations in respect of the productivity and performance of the employees assigned within the Culinary Department.

Furthermore the Company is committed to ensure that the spirit and intent of Article 25.2 of the Collective Agreement is adhered to. It is recognized that work normally performed by the bargaining unit employees may be performed by the Sous Chefs only on an occasional and necessary basis for the purpose of meeting the demands of service. In the event of such circumstances it will be reported to the Local Chairperson stating the reasons for same.

Agreed to renew for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Breakfast in Employee Dining Room (2002)

The Company has no intention of discontinuing the current practice of providing a cold continental breakfast consisting of toast, cereal, coffee, tea & juice in the employee dining room each morning. This privileged breakfast service will continue for the term of this contract.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Employee's meal and taxable benefits (2002)

The Company will, following a verification with the proper authority, ensure that the taxable benefits are not apply when an employee is not working during an approved scheduled vacation (of five (5) days or more) or on approved leave of absence as per the provisions of Article 16.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Cheque from WCB or GWL (2002)

If following a period of twenty-eight (28) calendar days of the filing of a claim should employees have not yet received their first cheque either from WCB or GWL, the Company will, upon the employee request, do a payroll advance up to the total amount of money owed to the employees (i.e. vacation statutory holidays, hours).

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Compassionate Care Leave (2005)

Notwithstanding the provisions of Article 16 – Leave of Absence, an employee upon a written request shall be granted a compassionate care leave of up to 8 weeks, commensurate and in accordance of the E.I. provisions/requirements.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Calculation of Seniority (2002)

Effective with the signing of the Collective Agreement, this letter will confirm the intent of our agreement reached during the recent set of negotiations regarding the calculation of Seniority.

Seniority for employees on List B and On-Call will be recalculated every six (6) months, on or about September 1st and March 1st. Seniority will be reported as hours worked, with 2080 hours being the equivalent of 1 year of service.

Hours to be included in the calculation of seniority will include all hours worked, statutory holiday days, vacation days, and the following leaves of absence; maternity, parental, weekly indemnity and workers' compensation leaves.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Payroll Function (2005)

The Company agrees that in the absence of the “Payroll Clerk”, a Manager may perform the task(s) of the “Payroll Clerk”. In this instance(s) a bargaining unit member, working in another department, will be temporarily assigned in the Accounting Department for the duration of the time a Manager is actually performing the “Payroll Clerk” task(s).

Furthermore, specifically for the application of this letter, the Company will train a bargaining unit member who will assist the Manager to prevent, when practical, a backlog of work in the payroll function of the Accounting Department.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Credit Manager's Work (2005)

The Company agrees that within ninety (90) calendar days following the signing of the collective agreement, the Accounting Department will be restructured so that the Credit Manager's work as it relates to auditing banquet bills, processing and preparing of said bills for Catering and Convention clients will end and be brought back to a bargaining unit member within the Accounting Department.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Disciplinary and/or Investigative Meeting (2005)

An employee required by the Company to attend a disciplinary and/or investigative meeting shall be provided with the date, time and place for said meeting and the Local Chairperson shall be notified of same.

An employee shall suffer no loss of wages and benefits should the meeting be held within his/her scheduled shift.

If the meeting is scheduled outside of the scheduled shift, an employee shall be paid his/her base rate of pay for time spent in the meeting with the Company.

Paid meeting time outside the scheduled shift shall not be used to compute hour(s) worked in any application of the collective agreement.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

LETTER OF INTENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Application of Article 16.7 (2005)

The Union agrees that the granting of “Restricted Availability for Educational Purpose” for the reason of “Graphic Design” and “Landscaping/Gardening” were without prejudice to any future consideration.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

LETTER OF AGREEMENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Restricted Availability (2002)

An employee who is **either**:

- (a) a regular employee whose name appears on List "A" and who, having attained a minimum of fifteen (15) years continuous service and a minimum of fifty (50) years of age, **or**
- (b) a regular employee whose name appears on List "A" and who, having returned to work following an approved Leave of Absence as outlined in Article 16.6 (2000) - Maternity & Parental Leave,

(2005) may request in writing to the Company to restrict his/her availability for work for a period of up to six (6) months. Said initial request and/or request for extension of same may be granted following a mutual agreement between the Company, the Union and the employee. Furthermore, said employee will retain his/her seniority status in accordance with one of the following two (2) options:

- (a) that the regular employee is available to work at any time on any of the seven days in any week, but not required to work on more than four (4) days in any week; or
- (b) that the regular employee is available to work at any time on five (5) out of seven (7) days in any one week, but not required to work more than six (6) hours on any one day.

The Company will give due consideration to such initial request and/or request for extension and if it is feasible and can be accommodated without disruption or additional cost to the department in question, then the Human Resources Director will create a short-shifted temporary position for the term mutually agreed to and to which the regular employee will be assigned. An initial request may be granted for a period of up to six (6) months in duration, and subsequent requests for renewal may be considered upon mutual agreement between the Company and the Union. It will be permissible for one (1) regular employee per department in which ten (10) or less regular employees are

employed, and a maximum of two (2) regular employees in departments employing eleven (11) or more regular employees, to restrict availability at any given time.

(continued on next page)

Letter of Agreement re: Restricted Availability (cont'd)

During a period of restricted availability, the coverage and/or eligibility for benefits as outlined in Article 22, statutory holidays and/or annual vacation, will be calculated on an equivalent basis to reflect the decreased length of the work day and/or the decreased length of the work week. Furthermore, any statutory holidays and/or annual vacation entitlement earned will be taken and/or paid out as applicable.

Failing the renewal of the short-shifted position by the Company upon expiry, the regular employee shall return to his/her former position and shift schedule. It will however be permissible for a regular employee to take any vacation owing prior to his/her return to his/her former position and in accordance with the provisions of Articles 15.4 and 15.6.

It is agreed that, in the case of a regular employee returning from an approved Maternity and/or Parental leave, the period of restricted availability shall be no more than twelve (12) months maximum and will not be subject to renewal thereafter.

Agreed to amend and append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF AGREEMENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Nature of communications (Originally dated November 01, 1996)

Every employee, union or management representative, is entitled to fair treatment in the workplace and shall not discriminate against any person as per the British Columbia *Human Rights Code*.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of The Fairmont Hotel Vancouver 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.

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF AGREEMENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re : Outside/Inside Contracting

The Employer has no intention of contracting in or out of bargaining unit work during the life of this Collective Agreement. Should such a situation arise, it will be with advance notice and in joint consultation with the CAW-Local 4275.

(2005) No employee employed on August 1st, 2005 shall be laid off during the term of this agreement as a direct result of the Company contracting out any work currently performed by present unionized employees.

The foregoing shall not apply to any work that is presently contracted out, nor shall it apply to work contracted out because of renovation programs.

Signed in Vancouver, British Columbia this ____ day of _____, 2005.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

LETTER OF AGREEMENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Skilled Trades

(2005) The Company agrees to deduct CAW Skilled Trades Council dues in the amount of one-half (1/2) hour per year, and any adjustments that may be adopted by the CAW Skilled Trades Council thereafter, from the following classifications: Maintenance I, Maintenance Engineer, Maintenance II, Chef de Partie and Cook I.

First (1st) deduction upon completion of a new hires probationary period. Future deductions, for all employee covered by this letter, to be made in January of succeeding years.

Agreed to append for the term of this Collective Agreement,

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF AGREEMENT

BETWEEN
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)
AND
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

**Re: Change of name to the Canadian Pacific Hotels
Corporation (Hotel Vancouver) certification issued
April 13th, 1965 and amendments thereto.**

Once finalized by our respective Corporate entities as to the appropriate Company name to apply on the Labour Relations Certification, then the Company and Local 4275 will make a joint application to the British Columbia Labour Relations Board for a change of name amendment to the Certification.

This joint application will be made with the express agreement and understanding that the Employer's name change on the certificate in no way changes the Scope of the bargaining unit represented by Local 4275 under the terms of the collective agreement, in particular, as provided in Article 1.

Signed in Vancouver, British Columbia this ____ day of _____, 2000.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF AGREEMENT

BETWEEN
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)
AND
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re: Banquets gratuity on functions (2002)

The Company agrees to the following for the term of the collective agreement expiring August 31st 2005.

- 1- All management functions or functions which are sponsored and paid by the Company will have an automatic ten percent (10%) gratuity added. Sixty-five percent (65%) of said amount be divided amongst the above unionized employees as per the provisions of Schedule C - (15) - Gratuity Distribution.
- 2- All other functions sponsored and paid by a guest shall have an fifteen percent (15%) gratuity added to all food and beverage sales, with the exception of cash bar/wine sales. Sixty-five percent (65%) of said amount be divided amongst the above unionized employees as per the provisions of Schedule C - (15) - Gratuity Distribution.

(2005) Rebates or refunds to guest of such service charge shall be deducted and adjusted from subsequent distribution. The Union shall be notified accordingly of such adjustments on rebates and/or refunds.

It is understood that all contracts signed prior to the signing of this Collective Agreement, will not be affected by the provisions stated herein.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

Renewed in 2005.

LETTER OF AGREEMENT

BETWEEN

LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 4275

Re : List B - Change of Restriction (2005)

Within any Calendar Year, the following dates will be available for List "B" employees to change their restrictions:

January 5th
May 5th
September 5th

List "B" employees who wish to change their hours and/or days of restrictions will notify the Company at least two weeks prior to the aforementioned dates. Should a List "B" employee's change of restrictions be accepted by the Company, he/she will be scheduled according to his/her seniority effective with the date of the change.

FOR:
LEGACY HOTELS CORPORATION
(THE FAIRMONT HOTEL VANCOUVER)

FOR:
CAW-CANADA, LOCAL 4275

Date

SHORT TERM DISABILITY INCOME BENEFITS

If you are applying for Short Term Disability Benefits and would like to send the Employee's complete statement direct to Great West Life Group Insurance, please have the following information completed by your Physician and returned to Human Resources. This information is required for the Employer's Statement to be completed, and your claim to be processed.

The Employee is responsible for securing this information and any charges associated with its completion.

Employee Name: _____

Date of Disability: _____

Date of first visit to doctor: _____

Expected date of return to work: _____

Physician's name: _____

Physician's signature: _____

Date: _____

Modified duties

If modified duties are available
please indicate what anticipated
date the employee would be able to
return:

Human Resources only:

Date received:	_____
Information sent to payroll:	_____
Sent to GWL:	_____