

# COLLECTIVE AGREEMENT

*BETWEEN:*

BDC (Empress Hotel) Investment Corporation  
**(THE FAIRMONT EMPRESS HOTEL, VICTORIA, B.C.)**



*AND:*

**UNIFOR, LOCAL 4276**



EFFECTIVE: **MARCH 1ST, 2020 TO MARCH 1<sup>ST</sup>, 2023**

14908-03

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## **ARTICLE 1 - SCOPE**

### **1.1 BARGAINING UNIT**

The provisions of the Agreement shall apply to employees of the Empress Hotel, Victoria, B.C. in classifications listed in Schedule "A" or Schedule "C" herein and to employees who are assigned to positions within a classification similar in kind or class to those listed in Schedule "A" or Schedule "C" which might be created during the term of this Agreement.

The rates of pay set out in Schedule "A" or Schedule "C" shall apply during the term of this Agreement.

### **1.2 EXCLUDED POSITIONS**

(99) The provisions of this Agreement shall not apply to employees filling positions shown in Schedule "B" herein and to employees who are assigned to positions similar in kind or class to those listed in Schedule "B" which might be created during the term of this Agreement.

### **1.3 RIGHT OF APPOINTMENT**

(16) The Provisions of Article 11 and 12 and, Article 14 in respect to displacement or awarding of a position will not apply to the following classifications:

- Head Porter
- Senior Assistant Housekeeper
- Housekeeping Coordinator

Appointments to such positions shall be made by the Company with preference being given to qualified employees within the department concerned. Seniority shall be a considering factor in the making of such appointments.

The Local Chairperson shall, on request be furnished with reasons why a senior employee desiring such appointment does not receive it. The decision of the Company shall be subject to appeal as to sufficiency of reasons for not appointing the senior person.

Employees in the Department concerned shall be notified of prospective vacancies so that they may indicate their desire to be considered for appointment.

It is understood that this provision will not prevent employees holding these positions from exercising their right to apply for other posted positions and to be protected by the technological provision or abolishment of positions as prescribed in Article 14.

### **1.4 RECOGNITION**

(99) The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement.

The Company agrees not to enter into any agreement or contract with the unionized employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement.

Any such agreements that are not locally or mutually agreed will be null and void.

## **ARTICLE 2 - DEFINITIONS**

### 2.1 FOR THE PURPOSES OF THIS AGREEMENT

- a) (02) The “**normal requirements**” of the position mean the total qualifications and/or job-related skills.

These qualifications and/or skills may include at varying degrees and according to the duties to be fulfilled, presentation and courtesy when the position involves a continuous relationship with the clientele.

For bumping purposes, employees will be deemed to have met the normal requirements through the successful completion of a job-related assessment.

- b) (16) “**Company**” means BDC (Empress Hotel) Investment Corporation in respect of its operation of The Fairmont Empress in Victoria, B.C. The parties agree to amend the definition with the British Columbia Labour Relations Board during the life of this Agreement if the ownership of FHR EMP Operations Corporation is changed.

- c) (16) “**Union**” means Unifor, Local 4276.

- d) (93) “**Compensated service**” means employment services rendered for which the employee is entitled to compensation as provided in this Agreement.

General holidays and annual vacations for which an employee is entitled to compensation as provided in this Agreement shall have the same meaning as compensated service.

- e) (97) “**Excluded position**” means a position which is excluded from the scope of the Agreement as shown in Schedule “B” herein.

- f) (97) “**Scheduled position**” means a position coming within the scope of this Agreement as shown in Schedule “A” or Schedule “C” herein.

- g)** (07) "**Split-shift assignment**" means the assignment of not more than two (2) tours of duty in any classification for a total of eight (8) hours contained within twelve (12) consecutive hours in any one (1) calendar day.
- h)** "**Temporary vacancy**" is a vacancy in a scheduled position which is created by the temporary absence from duty, or temporary assignment elsewhere of the regularly assigned employee.
- i)** (91) 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 thirty (30) working days, said temporary position will be posted in accordance with the provisions contained within this Agreement.
- j)** (05) "**Regular employee**" means an employee who has completed the probation period in accordance with the provisions of this agreement who occupies a position and whose name appears on either the unrestricted list or the restricted list as described below:

- **Unrestricted**

The unrestricted list shall be comprised of those regular employees who are unrestricted and available to work up to forty (40) regular hours per workweek over five (5) days.

- **Restricted**

The restricted list shall be comprised of those regular employees who have restrictions and are available to work a minimum of sixteen (16) regular hours per workweek subject to the requirements of service.

- **(16) Move From Restricted To Unrestricted**

They shall only be entitled to move to the unrestricted list in the following two (2) cases:

If they are the successful applicant of a posted permanent vacant position for which they must remove any restrictions and be available to work up to forty (40) regular hours per workweek; or

(10) If they advise the employer via written application that they wish to move to the unrestricted list, with a three (3) month minimum commitment.

The Company will endeavor to make the approved change on the proceeding schedule following the change.

- **Change In Restrictions**

A restricted employee may occasionally make a request to change their regular restrictions subject to Company approval.

A restricted employee who is available for up to forty (40) regular hours for a temporary period for up to fourteen (14) calendar days or less will stay on the restricted list.

- **Move From Unrestricted To Restricted**

An Employee requesting to move to the restricted list must make a written request which includes the start date and end date for the restriction, subject to the approval of the Company.

The Company reserves the right to limit the number of regular employees who may place their names on said restricted list.

- **On-Call Employee**

Is a person working for occasional periods but not so employed for the purpose of depriving regular employees of their regular shifts.

- **Calling Priority and Seniority**

(10) On-call employees will not accumulate seniority but will be called on the basis of last date of hire.

On-call employees must submit availability sheets by the first (1<sup>st</sup>) day of each calendar month, subject to the demands of service. If an on-call employee does not work in a six (6) month period, their file will be closed and deemed terminated at that time.

Should an on-call employee apply and be selected for a posted position, the employee will change status to a regular and will be granted seniority based on forty (40) hours of work since last date of hire equals one (1) week of seniority.

Depending on availability, the employee will be placed on the restricted or unrestricted list with a new date of seniority.

- **Posting of Regular Position**

The use of on-call employee must not prevent the posting of a regular position within a classification.

- k) (97) "**Seniority**" means the length of continuous service in the bargaining unit which shall be applied as provided in Article 11 and as set out in other provisions of this Collective Agreement.
- l) (97) "**Mutual agreement or mutually agreed**" means an Agreement between the General Manager or designate and the National Representative of the Union or designate.
- m) (97) "**Local agreement or locally agreed**" means an Agreement between the Director of Human Resources and the Local Chairperson.
- n) "**Casual employee**" means an employee who can be used on an ad-hoc basis to cover illness or peak periods of work, and such employee shall only be called in once all available regular employees have been scheduled in Group 5, Function Department.

It is understood and agreed that such employees shall be governed only by the provisions contained in Schedule "C".

Should a casual employee be appointed to a posted regular position as per Article 12 of this Agreement, said employee will be granted seniority retroactive from the date of the appointment on the basis that forty (40) hours of work is equal to one (1) week of seniority.

- o) (99) The term "**Common-law spouse**" means a person who has been residing with the employee in a common-law relationship for a minimum period of one year and which shall be defined as a relationship wherein two persons cohabit, and whereby there is an agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.
- p) (07) "**Workweek**", for the purposes of scheduling, is defined as starting on Friday and ending the Thursday thereafter.
- q) (10) "**True hours**" are defined as hours not created by WCB, maternity, or parental leave, bereavement leave, jury duty, vacation, statutory holidays, union leave or any other approved leave, dropped shifts, reduced work weeks or absences of any other nature.

**ARTICLE 3 - UNION SECURITY AND DEDUCTION OF DUES**

**3.1 UNION SECURITY (99)**

- a)** All employees who are members of the Union shall remain members of the Union in good standing. Any new employee, as a condition of employment, shall join the Union.

The Company will notify the Local Chairperson of the name and work location of all new employees within fifteen (15) days of hiring date.

The Human Resources Office shall issue the application for membership cards to new employees at the time of hiring. Completed cards are to be placed in the Local Union Box.

- b)** Upon written notice from the Union to the Company that an employee is not in good standing the Company shall immediately discontinue the employment of such employee.

The Union shall indemnify the Company and hold it blameless against any and all law suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

**3.2 DEDUCTION OF DUES**

(05) Subject to compliance with the Labour Relations Code, the Company shall deduct from wages due and payable to each employee coming within the scope of this Agreement, an amount equivalent to the regular uniform monthly Union dues of the Union.

The Union shall inform the Company by notice in writing of the amount of such dues and of any changes made by the Union in the amount of such dues, provided that no changes in the amount of such dues shall be made during the term of this Agreement, except pursuant to changes made with proper compliance with the Constitution of the Union.

**3.3 DEDUCTIONS FOR NEW EMPLOYEES**

(05) Deductions for new employees shall commence on the payroll for their first pay period following the first day of their service with the Company, provided that if the wages of such employees for that pay period are insufficient to permit the deduction of the full amount of dues, no deduction shall be made from their wages in that month and the first deduction shall be on the payroll for the next pay period, and the Company shall not, because the employees did not have sufficient wages payable to them on the first payroll, carry forward and deduct from wages due on any subsequent payroll the dues not



deducted in the first pay period.

#### 3.4 PRIORITY DEDUCTIONS

(91) All deductions from the wages of employees now or hereafter required by law, deductions for monies due or owing to the Company and pension deductions shall be made by the Company from wages before deductions for Union dues.

#### 3.5 INITIATION FEES

(93) Pursuant to the Labour Relations Code, the Company will honor any written assignment of wages by an employee to the Union on approved form, such initiation fees as may be established by the Union in accordance with its Constitution and/or By-Laws.

Such deduction shall be made from wages due to the employee in the pay period which contains the 24<sup>th</sup> calendar day of the month after notice of the assignment is given to the Company.

#### 3.6 STATEMENT

(97) All sums deducted as hereinafter provided, together with a statement showing the names of the employees from whom deductions have been made and the amount deducted from the wages of each of them, shall be forwarded by the Company not later than fourteen (14) days following the pay period from which such deductions were made, to the Financial Secretary-Treasurer of the Local Union.

#### 3.7 COMPANY'S LIABILITY

(91) The Company shall not be liable in any way to the Union or to any employee for any failure by it to make deductions as herein before provided or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any such deduction for any employee's wages, the Company shall adjust it directly with the employee.

In the event of a mistake by the Company in the amount of its remittance to the Union, the Company shall make the appropriate adjustment in the amount of a subsequent remittance.

#### 3.8 LEGAL ACTION

(91) In the event any legal action is brought against the Company or the Union or both of them in respect of any deduction, deductions or proposed deductions under this Article, the Company and the Union shall co-operate as fully as possible (having regard to their respective rights and liabilities) in the defense of such action.

Each party shall bear its own cost of such defense, except that if at the request of the Union counsel fees are incurred, these shall be borne by the Union.

Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses incurred, suffered or sustained by it as the result of any deduction or deductions from wages under this Article.

### 3.9 MEMBERSHIP'S LIABILITY

(97) Membership in the Union shall be available to any employee eligible under the Constitution of the Union upon payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union and membership shall not be denied for any reasons of race, national origin, colour, religion, sex, sexual orientation and political affiliation.

### 3.10 SCHEDULE "B" SUPERVISORY POSITIONS

(16) Employees of the Company in Schedule "B" supervisory positions shall not perform or assume the duties of any Schedule "A" or "C" positions except on an occasional and clearly necessary basis for the purpose of meeting the demands of the service and on no account with the purpose or effect of eliminating any Schedule "A" or "C" position or suffer a reduction or loss of hours.

(16) Where it is necessary for a supervisor to assist for a longer period of time, the supervisor shall contact the Local Union Chairperson or the Local Union President to inform them of the circumstances and then record the information stating the date, time and the reason that warranted the extra assistance.

(10) Should the aforementioned extra assistance become a problem, the parties agree to meet with a view to resolving the issue.

### 3.11 LISTING OF ALL SHOP STEWARDS

(97) Following the signing of the Collective Agreement, the Local Chairperson will provide in writing to the Director of Human Resources a current listing of all Shop Stewards.

Said listing will identify name, department, area of representation, Local office (if applicable), and designated alternate. A copy of this listing shall be posted on the Union bulletin board.

Any modifications to the list of Shop Stewards will be forwarded in writing to the Director of Human Resources, as soon as the change becomes known to the Union.

The Company agrees to recognize only those Shop Stewards whose name appears on said list.

### 3.12 ABSENCE OF SHOP STEWARDS

(99) The Company shall allow the Shop Stewards in a department to be absent from their jobs without disturbing service and without loss of regular wages for a reasonable period in order to assist the employees in their departments in discussion(s) pertaining to the interpretation and/or application of the Collective Agreement with their immediate Supervisor who is excluded from the bargaining unit.

The Shop Stewards must first obtain permission to be absent from their immediate Supervisor who is excluded from the bargaining unit. The permission shall not be refused without valid reason.

The Shop Steward shall advise their immediate Supervisor who is excluded from the bargaining unit as soon as they return to their jobs.

Should a Shop Steward be absent or not in place in a department, members of the Union Executive Committee may replace them under the same conditions.

The Local Chairperson attending a meeting mutually agreed upon at which the parties to the present Agreement are present shall be subject to no loss of regular wages.

### 3.13 JOINT UNION/MANAGEMENT COMMITTEE

The Company shall establish a Joint Union/Management Committee with the Local Chairperson and three (3) shop stewards. This committee shall have equal representation and chair status.

This committee shall meet quarterly without loss of basic wage to those in attendance. An agenda shall be supplied by both parties two (2) calendar days in advance.

(20) The information outlined below shall be provided to the Union at least twenty-four (24) hours prior to these meetings.

- The most up-to-date seniority list
- All postings and temporary vacancies since the last meeting

(07) The agenda and a brief summary of non-confidential items shall be posted on Company and Union Bulletin boards not later than fifteen (15) calendar days following the meeting.

### 3.14 RECOGNITION OF LOCAL EXECUTIVE OFFICERS AND THE NATIONAL REPRESENTATIVE

(97) Local Executive officers and the National Representative of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and its employees, and the Union and its members, who are affected by this Agreement.

### 3.15 MAILING LIST

(02) The Union shall be furnished with an updated mailing list, which shall include current phone numbers, of all scheduled 'A' and 'C' employees, semi-annually in conjunction with the seniority list.

Once a year, the Company will also supply a mailing list and phone numbers for retired employees. The Company will only supply the information on retirees that they have and in the form that they have.

(07) This information will also be provided electronically in a recognized Microsoft Office format.

### 3.16 UNION REPRESENTATION

(20) In the event that the Company has a formal discussion with an employee that could lead to some form of discipline, the presence of a departmental shop steward during the discussion shall be mandatory.

### 3.17 LEGAL PICKET LINE

(99) No employee shall be required to cross a legal picket line arising from a strike or lockout.

### 3.18 PRINTING THE COLLECTIVE AGREEMENTS

(20) The Company will ensure that sufficient booklet-sized copies of the Agreement are printed and available to all union members at the Fairmont Empress within three months of the date of ratification. The parties acknowledge that they will both need to prioritize finalizing the signed version of the Collective Agreement so that it can be sent for printing by a date which gives the printers time to deliver the booklets by the deadline. Extra copies will also be printed for the Union and Management as necessary for the ongoing Collective Agreement administration.

(16) The Company and the Union will work jointly together to seek out quotes for printing and determine the quantities of booklets needed. The booklets will be printed at a union printing shop where the cost is reasonable similar to other like quotes.

(20) The Employer shall be responsible for all printing costs up to a maximum of one thousand five hundred (1500) booklets.

### 3.19 UNION BUSINESS

(99) Representatives of the Union shall be permitted on Company property to conduct Union business. Should the Representative wish to talk with an employee who is working, arrangements must be made with the Departmental Manager who will arrange a time that does not disrupt service.

### 3.20 PRIVATE MEETING PLACE AND STORAGE CABINET

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

The Company will supply the union with a locked filing cabinet in an area that can be accessed at any time.

### 3.21 UNION PRESENTATION AT COMPANY ORIENTATION

(16) The Local President or designated representative and new members shall be scheduled by the Company, for a minimum of twenty (20) minutes and without loss of wages, to attend the Company structured orientation of new employees to make a presentation for the purposes of introducing the new member to the Union and familiarizing them with the Collective Agreement and other Union functions. No excluded or management personnel shall be present during the Union orientation.

### 3.22 MEETING ROOMS FOR UNION MEETINGS

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

### 3.23 PAID BARGAINING TIME

(10) The Company will cover the cost of the regular wages for up to five (5) Union Bargaining Committee members for the purposes of negotiating with the Company in collective bargaining.

The Bargaining Committee members' hours will be submitted to payroll, by the Director of Human Resources, for payment on the next regular pay period following ratification of the Agreement.

These employees shall suffer no loss of seniority or regular benefit as a result of their participation in collective bargaining.

Members of the bargaining committee shall scan in as if they were working their regular shift and be paid eight (8) hours on that basis for days spent in collective bargaining.

#### **ARTICLE 4 - SUBSTITUTION PAY AND PRESERVATION OF RATES**

##### **4.1 SUBSTITUTION PAY**

(02) An employee temporarily assigned to a higher rated classification and replacing the incumbent of said position for one and one-half (1 ½) hours or more and fulfilling all the duties and responsibilities of such classification, shall receive the higher hourly rate of pay for the time worked.

Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment to a higher rated classification.

(10) When a temporary assignment is known thirty-six (36) hours in advance and is to be scheduled, the company will give preference to those employees who have signed up on the sign-up sheet.

If the shift remains unfilled through the sign-up sheets, employees shall be able to accept or pass on work based on their seniority provided a junior employee is available and qualified to perform the work.

The most junior qualified employee(s) will be required to perform the work. These hours will be assigned to qualified employees in the following manner:

- within the department
- within the group
- within any other group

##### **4.2 LOWER RATED CLASSIFICATION**

(99) An employee temporarily assigned during their regular daily shift to a lower rated classification within their department shall not have their hourly base rate of pay reduced.

##### **4.3 NEW CLASSIFICATIONS**

(97) The hourly rates of pay for new classifications shall, subject to Mutual Agreement, conform to hourly rates of pay for scheduled classifications of similar kind or class.

#### 4.4 CHANGES IN HOURLY BASE RATE OF PAY

(97) Hourly rates of pay may be changed consistent with changed duties and responsibilities.

The Company and the National Representative of the Union will endeavor to determine such changes in hourly base rate of pay.

Failing agreement, the provisions of Article 16 will be exercised.

### **ARTICLE 5 - STATUTORY HOLIDAYS**

#### 5.1 STATUTORY HOLIDAYS

(13) Subject to the provisions of Article 5.2 below, employees who have completed not less than thirty (30) days cumulative service within a twelve (12) month period since the last date of employment, shall receive pay at their hourly rate for the number of hours constituting their regular assignment, with a maximum of eight (8) hours, for each of the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- British Columbia Day
- Canada Day
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day

(07) The provisions of Article 5 will apply to any new holiday proclaimed by the provincial or federal governments in addition to any holidays listed above.

## 5.2 ELIGIBILITY

(97) To be eligible for the statutory holiday pay referred to in Article 5.1 above, an employee must render compensated service for at least one (1) day within the six (6) calendar days immediately preceding the holiday and one (1) day within the six (6) calendar days immediately following the holiday.

For this purpose, vacation days and other statutory holidays shall be considered compensated service days. Employees absent and in receipt of weekly indemnity or Workers Compensation benefits shall be considered eligible provided one (1) day has been worked in six (6) calendar days immediately preceding or in the six (6) calendar days immediately following the statutory holiday.

## 5.3 EMPLOYEE WHO WORKS THE HOLIDAY

(07) Employees who are required to work on a holiday for which they are qualified for holiday pay in accordance with articles 5.1 and 5.2 above shall be paid one and one half (1½) times their hourly base rate of pay for all time worked up to eight (8) hours and double (2) time for all hours worked thereafter. Employees on their regular day off who are required to work on a statutory holiday shall be paid at two (2) times their regular rate of pay (Article 10.8).

(13) Employees will be granted in addition one (1) day off in lieu thereof with pay at their hourly base rate of pay according to the actual hours worked on that holiday, such days off to a maximum of ten (10).

Statutory holidays off in lieu shall be granted as follows:

- as an extra day off to be included as part of a vacation block;
- as a day off, scheduled with the Department Manager prior to the weekly work schedule being posted. Once such a day off has been approved, it will not be revoked;
- or to be paid during days of no work as stated on the scheduling preference sheet provided in clause 11.2.

## 5.4 TIME OFF IN LIEU

(99) Failing the usage of time off in lieu of holidays worked as stated in Article 5.3, employees will be paid out, at their discretion, for the work they were required to perform within the regularly assigned hours at their hourly rate of pay.

Any days exceeding the maximum will also be paid out within the following pay period.



5.5 EMPLOYEES NOT QUALIFIED

(91) Employees required to work on any of the holidays specified in Article 5.1 and for which they are not qualified for holiday pay according to the provisions of Articles 5.1 and 5.2, shall be paid for the actual time worked on the minute basis at the rate of one and one-half times their hourly base rate of pay with a minimum of two (2) hours and forty (40) minutes for which two (2) hours and forty (40) minutes service may be required.

5.6 TIME LIMITS

(97) Work performed on an assignment commencing at any time from 00:01 hours to 24:00 hours on the statutory holidays specified above shall be considered as work performed on a statutory holiday.

5.7 PROBATIONARY EMPLOYEES

(97) Probationary employees shall be entitled to statutory holidays in accordance with the Employment Standards Act of British Columbia, until attaining regular status, when the terms of Article 5 shall apply.

**ARTICLE 6 - VACATIONS**

6.1 EMPLOYEES NOT QUALIFIED

(99) Employees who at the beginning of the calendar year do not qualify for a vacation under Article 6.2 and have not earned a full two-week vacation, may take the unearned time off without pay to a maximum total of two (2) weeks and be paid four percent (4%) of their gross earnings for the preceding year.

New employees who have completed their probationary period will have one week of unpaid vacation time made available to them at a time mutually agreed between the employee and Department Manager.

6.2 VACATIONS CALCULATION

(91) Employees who at the beginning of the calendar year have maintained a continuous employment relationship with the Company shall receive vacation with pay as follows.

**(20) Continuous employment with an Accor Hotel property is deemed to be continuous employment for the purposes of this article.**

<b>Continuous employment relationship</b>	<b>N° of days worked for each day of vacation</b>	<b>Maximum n° of days</b>
Less than three (3) years	22 ½	10
Three (3) years	15	15
Nine (9) years (effective January 1 <sup>st</sup> , 1983)	11 ¼	20
Seventeen (17) years	9	25
Twenty-three (23) years or more (effective January 1 <sup>st</sup> , 1983)	One (1) additional day of vacation for twenty-fourth (24 <sup>th</sup> ) year and each subsequent year of service.	

**6.3 TIME OFF DUTY AND CREDIT FOR VACATION CALCULATION**

(05) For an employee who has rendered compensated service in the reference year, time off duty on account of bona-fide illness, injury, jury duty, called to court as witness, union leaves, on maternity or paternity leaves, not exceeding a total of fifty (50) working days in any calendar year, shall be included in the computation of service for vacation purposes.

**6.4 VACATION PAY**

(91) Employees entitled to a vacation under Article 6.2 will be compensated for vacation at the hourly base rate of pay they would have earned had they been working during the vacation period.

**6.5 VACATION CREDITS**

(99) Employees retired, deceased, or whose employment is otherwise terminated, will at the time of separation be paid all vacation credits owing to them.

6.6 EMPLOYEES LAID OFF

(99) Employees laid off or experiencing a shortage of work, will be paid upon request, vacation time due them equal to the time of the shortage.

6.7 RE-EMPLOYMENT

(91) Employees who:

- a) leave the service of their own accord, or
- b) are dismissed for cause and not re-instated with their former seniority within one (1) year of the date of such dismissal;

shall, if subsequently re-employed, be considered new employees and be required to qualify for vacation with pay on the basis of their service from the date of their re-employment.

6.8 VACATION PLANNING AND APPLICATION FOR VACATION

(05) The Company shall post in each department a vacation planner chart by January 2<sup>nd</sup>. The planner will be updated as vacations are approved.

- **Official Vacation Request Period**

(13) Employees' applications for vacation made prior to February 1<sup>st</sup> of each year shall be given preference in order of seniority of applicants.

The Company will update the planner no later than March 1<sup>st</sup> with the approved vacation.

- **Vacation Request Made After the Official Request Period**

(13) A vacation request made after February 1<sup>st</sup> will be given preference on a first come first serve basis regardless of seniority and subject to the requirements of service.

The Company will respond in writing within fourteen (14) calendar days of receipt of any application for vacation.

- **Vacation Carry Over**

Employees may carry over vacation to be taken up to February 28<sup>th</sup> of the following year.

- **Booking Of Unscheduled Vacation by The Company**

An employee who has not filed for annual vacation or notified the company of their intention to use their vacation days to plug their workweek in the event of a reduction of shifts and hours by August 1<sup>st</sup> may be required to accept vacation periods allotted by the company.

The Company will provide two (2) weeks' notice and will schedule a minimum of five (5) days at a time.

For employees with less than five (5) days' vacation, the company will schedule in one (1) block.

#### 6.9 VACATION ALLOCATION

(13) The Company will grant vacation requests and banked statutory holiday requests when booked in five (5) days or more made before February 1<sup>st</sup> according to the following minimum ratios:

Within each classification within a department according to the number of active (\*) regular unrestricted employees:

- one (1) to fifteen (15) employees: minimum one (1) employee at the same time;
- sixteen (16) to twenty-five (25) employees: minimum two (2) employees at the same time;
- twenty-six (26) or more employees: minimum three (3) employees at the same time.

(\*) Active includes all employees available to accept and work assigned shifts and does not include employees on Leaves of absences.

The Company will grant preference by seniority to vacation requests of blocks of five (5) days or more and/or banked statutory holiday requests in blocks of five (5) days or more.

(13) A minimum of fifteen percent (15%) of the department's workforce shall be granted vacation at any one time by seniority, as per the above ratios. This may be reduced to a minimum of ten percent (10%) during the period of June 1<sup>st</sup> to September 30<sup>th</sup> inclusive, subject to the demands of service.

If after meeting these ratios, fifteen percent (15%) of the department on time off has not been attained, the Company will approve additional requests by seniority up to a minimum of fifteen percent (15%) of the department's workforce, however, subject to operational needs, the Company may limit the number of employees taking vacation within the same classification in a department at the same time.

The Company may allow vacation and banked statutory holiday requests in excess of this minimum fifteen percent (15%) requirement, subject to the demands of service.

(13) For a vacation request made after February 1<sup>st</sup>, it will be permissible for a minimum of ten percent (10%) of a department's workforce to take vacation at the same time, minimum of one (1) employee per classification within the said ten percent (10%).

For departments with less than ten (10) employees, there will be a minimum of one (1) employee.

However, the company may limit the number of employees taking vacation within the same classification at the same time.

Vacation requests and requests to take banked statutory holidays of five (5) days or more shall be permitted to be booked together subject to the same rules.

- **Number of Consecutive Weeks**

During the period of June 1<sup>st</sup> to September 30<sup>th</sup> inclusive, an employee can only request a maximum of two (2) weeks' vacation and/or banked statutory holidays.

If the employee takes blocks of less than five (5) days or an individual day, it shall be within a maximum three (3) calendar weeks.

Outside of the June 1<sup>st</sup> to September 30<sup>th</sup> period, employees will be allowed to take all their vacation and banked statutory holiday in consecutive weeks.

- **Exceeding The Ratios And Number Of Consecutive Weeks**

Subject to the demands of service, the language in this clause does not prevent the Company from exceeding the minimum vacation ratio or allowing more consecutive weeks between June 1<sup>st</sup> and September 30<sup>th</sup>.

#### 6.10 REPORT FOR DUTY BEFORE THE EXPIRATION OF VACATION PERIOD

(91) In case of emergency when employees are required to report for duty before the expiration of their vacation period, the time worked shall be compensated for at the rate of one (1) day additional vacation for each day worked.

(99) Days off adjoining vacation time will be included as part of the vacation period for the purpose of this clause.

6.11 CARRY ON SERVICES

(91) It is agreed that so far as practicable, Local Agreement will be made to carry on services without additional expense to the Hotel Management while employees are on vacation.

When, however, such arrangements are not practicable, employees temporarily promoted to provide vacation relief shall, if definitely assigned the duties and responsibilities of the position, be paid the rate of pay applicable to such position.

6.12 VACATION PAY

(91) Employees wishing to receive their vacation pay prior to the commencement of said vacation must request it in writing to the Payroll Clerk at least one (1) week before the pay day immediately preceding the start of the vacation.

6.13 EMPLOYEES SICK PRIOR TO OR DURING THEIR VACATION

- a) (91) Employees who are scheduled to commence their annual vacation and become sick prior to their vacation commencing and who remain sick during the time of their vacation may have their vacation deferred and rescheduled, provided said employee produces a detailed physician's note, as per criteria outlined in Article 8.2, satisfactory to the Director of Human Resources, based on existing vacancies on the vacation schedule or at any other time deemed appropriate by the Supervisor.
- b) (93) Employees commencing their vacation and then becoming ill or injured, may avail themselves of the provisions contained in Article 6.13 (a) above.

**ARTICLE 7 - HEALTH AND BENEFITS**

7.1 ELIGIBILITY AND PROVISIONS

(02) Regular employees shall be entitled to the Medical Services Plan of British Columbia and the Health and Benefit Plan, following the completion of an eligibility period. The Company is responsible for the administration, application and provision of benefits in this Article.

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

It is understood and agreed that for the Health and Benefits Plan as described in the

booklet, "Fairmont Empress Group Benefit Plan", shall be consistent with the Collective Agreement. The revised booklet shall be provided to the Union within ninety (90) calendar days from the signing of this agreement.

(16) While the eligibility criteria set out in the Plan document are the criteria to be used in enrolling members in the Plan, effective the date of ratification of this Collective Agreement, it is the sole responsibility of the Employer to ensure that Employees who become eligible for enrollment but do not enroll within the specified time period, or those that voluntarily come off the Plan for a period of time, that those Employees are free to enroll in the Plan at a later date but may be subject to a physical to show proof of eligibility and insurability.

The Employer may require the Employee to sign documents that indicate that the Employee understands the risks associated with their decision but it shall also ensure that the Employee does understand the risks when signing.

The Employee may request the assistance of an interpreter at the time of signing such documents.

Said Plan shall have the following eligibility periods:

- (i) Medical Services Plan = three (3) consecutive months
- (ii) Life Insurance & A.D.D. = three (3) consecutive months
- (iii) Weekly Indemnity = three (3) consecutive months
- (iv) Dental Benefits = twelve (12) consecutive months
- (v) Extended Health Care = three (3) consecutive months
- (vi) Vision Care = three (3) consecutive months

Said Plan shall provide the following:

- i) Medical coverage - coverage within the (MSP) Medical Services Plan under the Medical Services Act S.B.C. 1967, Chapter 24, and amendments thereto.
- ii) (20) Life insurance, Accidental Death & Dismemberment - as described in the booklet, "Employee Benefit Plan For Unionized Employees of the Fairmont Empress". Life insurance and Accidental Death & Dismemberment principal sum coverage will be eighty thousand dollars (\$80,000.00) effective 2021.
- iii) (16) Weekly Indemnity - as described in the booklet, "Employee Benefit Plan for Unionized Employees of the Fairmont Empress". Weekly Indemnity for non-gratuity earners is seventy percent (70%) of the regular weekly earnings, for up to

twenty-six (26) weeks (formula 1/1/4, 15/15/11).

Weekly Indemnity for gratuity earners is seventy-five percent (75%) of the regular weekly earnings, excluding tips and gratuities, for up to twenty-six (26) weeks (formula 1/1/4, 15/15/11).

Benefit calculation will be based on eight (8) weeks previous earnings.

(20) Payment made under the Weekly Indemnity provision shall be capped as follows:

- Effective September 1, 2020 \$580.00

- iv) (13) Dental Plan - as described in the booklet, "Employee Benefit Plan for Unionized Employees of the Fairmont Empress". The deductible for dental care is twenty-five dollars (\$25.00) per person or family each calendar year.

Coverage is one hundred percent (100%) for preventative and routine treatment and fifty percent (50%) for major treatment, reimbursement for covered expenses will be based on the current dental fee guide. There shall be a maximum of two thousand dollars (\$2,000.00) per person covered and maximum two thousand dollars (\$2,000.00) orthodontics coverage for dependent children.

- v) Extended Health Care Plan - as described in the booklet, "Employee Benefit Plan for Unionized Employees of the Fairmont Empress".

The deductible for healthcare is twenty-five dollars (\$25.00) per person or family each calendar year. The Plan pays one hundred percent (100%) of all eligible covered expenses, up to the maximum benefit amount.

Physiotherapist is covered under Para-medical and said coverage shall have a new maximum of one thousand two hundred dollars (\$1,200.00).

Hearing aid coverage is every four (4) years.

(20) Psychology shall have a maximum of five hundred (\$500).

- vi) (16) Vision Care Plan - as described in the booklet, "Employee Benefit Plan for Unionized Employees of the Fairmont Empress".

Vision Care (eye glasses, contacts, laser eye surgery) coverage is four hundred dollars (\$400.00) every twenty-four (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.

Eye exams will be covered to a maximum of seventy dollars (\$70.00) per twelve (12) months, where they are not covered by a provincial medical plan.

## 7.2 PREMIUMS

(02) Regular employees will have one hundred percent (100%) of their premiums paid if they work more than seventy (70) hours. When they fall below seventy (70) hours, but have fifty (50) hours or more they will be responsible for fifty percent (50%) of the premium to be deducted from their wages and if they fall below fifty (50) hours in a month the employee will pay 100% of the premiums to be deducted from their wages.

If wages are insufficient, the employees will be responsible for their own premiums that month.

## 7.3 REGULAR EMPLOYEES HIRED PRIOR TO SEPTEMBER 1<sup>ST</sup>, 1976

(02) Regular employees hired prior to September 1<sup>st</sup>, 1976 and participating in the plan will have one hundred percent (100%) of the premiums paid by the Company.

Said employee may become restricted to no less than eighteen (18) regular hours per week to maintain one hundred percent (100%) of the premiums paid by the Company.

## 7.4 SICK LEAVE

Employees with one (1) year's cumulative service will be allowed three (3) days sick leave for the purpose of compensating for the waiting period prior to weekly indemnity payments commencing.

(20) Those employees having completed five (5) years of service shall accumulate, based on the preceding calendar year, a personal day calculated on the basis that four hundred and sixteen (416) hours paid equals one (1) regular day.

(20) Personal days are to be used within one calendar year for absence due to: personal or family illness and will not be paid out if not used. They are not intended to be used as an extension of vacation, lieu day, or scheduled days off, but they shall be allowed in those cases when an employee can reasonably demonstrate a legitimate purpose.

(20) The parties agree that it is a violation of the personal day provisions for an employee to take a personal day and accept work in another department of the Hotel.

## 7.5 NOTICE OF RETURN TO WORK

(85) Employees absent through illness for five or more scheduled working days shall be

required to give their scheduling supervisor a minimum of forty-eight (48) hours' notice of return to work.

Medical approval for return to work will be required in the form of a doctor's certificate to be given to their supervisor, a minimum of forty-eight (48) hours before returning to work.

Where it is not possible to provide the certificate prior to return to work, verbal authorization from the doctor to the Hotel Human Resources Office will suffice provided that the certificate is received within forty-eight (48) hours.

(20) The Company will pay the physician costs up to a maximum of fifty dollars (\$50.00) for a doctor's note, completion of Physical Ability Forms or medical updates as requested by the Company, or for WorksafeBC. The Company may make such requests where there is a reasonable basis for so doing.

#### 7.6 ABSENCE DUE TO AN ILLNESS

(82) Employees absent due to an illness covered under the terms of Article 7.1 (Weekly Indemnity) or Workers Compensation will not be required to pay premiums for medical or dental coverage. Any such premium will be paid in full by the Company.

#### 7.7 DISCRIMINATION BASED ON SEXUAL ORIENTATION

(99) 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 Empress".

Employees availing themselves of this provision shall be responsible for any and all associated taxation requirements and will be assured the strictest of confidence.

#### 7.8 ABSENCES

##### **a) Leave of Absence or Lay-off**

(02) 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 their 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 or on a monthly basis.

The monthly premium cost shall not be changed, and will be determined by using the same month the prior year to determine the premium split.

**b) Maternity and/or Parental Leave**

(20) An eligible employee, who is on an approved Maternity and/or Parental Leave, shall have their Health & Benefit Plan maintained by the Company for a period of up to eighteen (18) months.

The monthly premium cost, or proportion thereof, shall not be changed, and will be determined by using the same month the prior year to determine the premiums split.

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

**7.9 WEEKLY INDEMNITY CLAIMS**

(05) This will confirm our agreement that the Company will expedite a Weekly Indemnity Claim.

In addition, once the Company has been notified that a claim for Weekly Indemnity benefits has been accepted by the insurance carrier, the Company will provide payment pursuant to Article 7.5 of the Collective Agreement, on the employee's next pay cheque.

**ARTICLE 8 - LEAVE OF ABSENCE**

**8.1 REQUESTS**

(13) The Company may, at its discretion, grant to employees up to four (4) months leave of absence without pay. Leave of absence requests will be made in writing and responded in writing within fourteen (14) calendar days of the request being received.

Requests for extensions to leaves must also be in writing and will be responded to within seven (7) calendar days of the request being received.

Leave of absence requests for medical reasons shall be granted and must be accompanied by a detailed physician's note indicating an approximate return to work date, if known.

An employee who has requested a leave of absence for medical reasons may be required to furnish monthly medical reports to the Director of Human Resources.

**8.2 EXTENSION**

(02) A leave of absence may be extended in writing by the Company upon application in writing from the employee; provided such application is made prior to the expiration of the period first requested.

An employee who has requested an extended leave of absence for medical reasons must supply a detailed medical report to the Director of Human Resources.

The employee may be required to furnish monthly medical progress reports. Said medical report(s) shall have the following information:

- Date of visit(s);
- Status of medical condition;
- Anticipated return to work date;
- Attending physician's name, address, telephone number, and signature.

Should the company need clarification on any of the information provided, the employee must provide it as requested.

#### 8.3 RETURN TO WORK ON EXPIRATION

(91) An employee will be considered resigned on failure to return to work on expiration of a leave of absence, unless certified proof of illness or bona fide reason is established before the expiration of the leave of absence.

#### 8.4 SALARIED REPRESENTATIVE OF THE EMPLOYEES

(02) An employee (no more than one (1) concurrently) elected or appointed as a salaried representative of the employees covered by this Agreement or appointed as a National Representative for the National Union, if requested at least thirty (30) calendar days in advance in writing to the General Manager will be granted a leave of absence, without pay and benefits while so engaged, and for as long as they continue to hold said position elected and/or appointed and will maintain their accrued seniority within the bargaining unit.

Upon prior notice of at least thirty (30) calendar days, the employee may resume the duties previously fulfilled before departure and the provisions of this Agreement shall resume relative to pay and benefits.

One (1) additional employee will be granted leave as per the provisions of this clause. Such additional leave may be granted once during the life of this Agreement.

#### 8.5 RETURN

(99) Upon return from leave of absence, an employee shall resume their former position or may exercise their seniority rights as provided in Article 12.8.

#### 8.6 EMPLOYMENT ELSEWHERE

(10) Employees shall be able to make application for a leave of absence during slow periods in order to take employment elsewhere.

Such leaves shall be granted at the discretion of the Employer and such leaves shall not be unreasonably withheld.

Leaves shall be approved in writing and the term of such leaves and the return to work shall be set out in the leave application and approval.

#### 8.7 UNION LEAVE OF ABSENCE

(16) Upon written request from the accredited representative and subject to such request having been made when known by said officers, with at least thirty-six (36) hours preceding the posting of the work schedule from which leave of absence is requested, employees will be granted leave of absence without pay, for general union business, to attend general meetings of the Union, or negotiation meetings with the Company.

If such a request for a leave of absence of the union executive 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 their designate shall meet prior to said date and find a resolution in order to meet operational needs.

For other employees not holding an official position within the union local, the Company will grant such requests subject to requirements of service and provided that it does not incur additional cost to the Company.

An employee who is absent from scheduled hours of work as per this clause will be considered as time worked for the purpose of overtime and days off.

The Union agrees to notify the Company no later than June 1<sup>st</sup> of every year regarding those Employees who have been approved to attend the Port Elgin Family Education Centre for the Unifor Family Education Program.

#### 8.8 (97) MATERNITY AND PARENTAL LEAVE

The Company will grant an employee a leave of absence in the case of maternity and/or parental leave in accordance with the Employment Standards Act of British Columbia, as amended from time to time.

#### 8.9 COMPASSIONATE LEAVE

(05) Notwithstanding the provisions of this Article, an employee upon a written request shall be granted a compassionate care leave of up to eight (8) weeks, commensurate and in accordance of the E.I. provisions/requirements.

#### 8.10 LEAVE FOR MILITARY SERVICE

(05) Members of the Union called for Military, Air Force or Naval Services, Red Cross or other combat relief service of Canada during the life of this Agreement will be considered on leave of absence and be returned to their former position upon honorable discharge from the service, provided they are physically and mentally capable and make application within two (2) months.

#### 8.11 ATTENDING COURT

(91) Employees required by the Company to attend court or other public investigations shall be paid their hourly base rates of pay for time lost and shall be reimbursed actual expenses when away from home. If no time is lost, the employee will be allowed a minimum of three (3) hours pay at their hourly base rate of pay.

#### 8.12 JURY DUTY

(05) 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.

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 sixth (6<sup>th</sup>) or (7<sup>th</sup>) day.

#### 8.13 BEREAVEMENT LEAVE

(02) After having completed one (1) year of cumulative compensated service, an employee shall be entitled during each subsequent year of service to a leave of absence up to a maximum of five (5) working days without loss of wages in the event of the death of a spouse\*, child, father or mother, such leave to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirements that would have reasonably necessitated time off duty.

(\*) 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.

After having completed one year of cumulative compensated service, an employee shall be entitled during each subsequent year of service to a leave of absence up to a maximum of three (3) working days without loss of wages in the event of a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, brother or sister, step-parent, step-child, grandchild or grandparent, such leave to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirements that would have reasonably necessitated time off duty.

(07) Requests to extend such leave on an unpaid basis shall not be unreasonably denied.

### 8.13 (20) DOMESTIC VIOLENCE

The Company and the Union recognize that employees may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Company agrees that an employee's situation will be taken into account if there are performance concerns.

Employees will be made aware of their rights under s. 52.5 of the British Columbia *Employment Standards Act*, R.S.B.C. 1996, c.113, as amended, to Leave Respecting Domestic or Sexual Abuse.

Employees may use banked statutory holidays during such leave.

## **ARTICLE 9 - HOURS OF SERVICE**

### 9.1 NORMAL WORK WEEK

(93) Except as otherwise provided in this Article, the normal work week shall be defined as consisting of forty (40) hours per week divided into five (5) work days of eight (8) consecutive hours, exclusive of the meal period, each within a seven (7) day period.

### 9.2 POSTING OF SCHEDULES

(02) Departmental weekly schedules indicating daily starting times and finishing times will be posted no later than Monday at 5:00 pm, for the week starting that Friday and ending the Thursday thereafter.

Said schedule shall be posted in an accessible location to all employees concerned. In this manner, the departmental weekly schedules will correspond to the payroll processing

schedule.

### 9.3 SCHEDULING REGULAR HOURS

(05) These provisions must however in no way be interpreted as a weekly or daily guarantee of work hours or days. In each department, within each classification, available regular hours of work shall be assigned by seniority to employees starting with the longest weekly schedule shift in the following order:

- a) Regular unrestricted employees;
- b) Regular restricted employees;
- c) Temporary Assignment;
- d) Casual employee, Schedule "C";
- e) On call employees.

The Department Head or Supervisor shall, whenever practicable and in order to meet the service demands, create daily shifts of eight (8) consecutive regular hours, exclusive of meal periods before instituting shorter shifts.

- **Scheduling Shorter Shift To Allow Preferences**

For scheduling purposes only and taking into consideration clause 11.2, it is understood that a shift of six (6) regular hours or more may be scheduled to a senior employee despite the fact the employee will be scheduled for less than thirty (30) regular hours and a junior employee is scheduled for more hours on a different shift the same day.

- **Reduced Workweek**

In accordance with clause 11.2, provided the Company is able to maintain a qualified work force and the Company does not incur any additional cost, a regular employee whose name appears on the unrestricted list may on a weekly basis, request to work a shorter workweek to no less than thirty (30) regular hours, despite the fact that there may be a junior regular employee scheduled for more hours that same week.

Said regular unrestricted employee wishing to avail themselves of the provisions of the above paragraphs shall make their 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.



#### 9.4 SPLIT SHIFTS

(16) Split shifts may only be established following agreement between the Director of Human Resources and the Local Chairperson or his/her designate and at least ten (10) days in advance of establishing such assignments.

Failing local agreement, Step 3 of Article 16.1 shall be implemented.

(20) The parties however, agree that split shifts in Royal Service, Fairmont Gold and the Functions Department will be subject to the following process:

- 1) Non-split shifts will be scheduled first in accordance with Article 9.
- 2) Any additional shifts not filled will be offered as split shifts on the basis of seniority.
- 3) Any remaining shifts not filled voluntarily will be filled in the reverse order of seniority as split shifts.

It is also agreed that an employee, through the provisions of article 9.20 and any other applicable provisions of the agreement related to scheduling, may accept a second tour of duty within a twelve (12) hour period, and that voluntary acceptance of such shifts will not constitute a split shift.

#### 9.5 SPLIT SHIFTS DEFINED

(07) Split shifts will comprise two (2) tours of duty in any classification only, and must be confined within twelve (12) hours.

#### 9.6 SCHEDULING

##### a) Days off

(13) Regular employees shall have two (2) consecutive days off following five (5) consecutive days of work. Colleagues who work a five (5) & two (2) schedule but do not have a full work week can agree to work on a scheduled day off at straight time.

##### b) Change In Days Off

Thirty-six (36) hours' notice of change of shift or scheduled days off will be given. No overtime will be given unless it results in more than five (5) consecutive days of work.

There shall be no change in the assigned days off of an employee for the purpose of avoiding overtime.

Should a regular employee request a change in assigned days off which is approved by the Department Head, then the employee shall be permitted to work a maximum of ten (10) consecutive days without incurring overtime and to minimize any loss of hours worked due to such requested change of days off.

**c) Maximization Of Regular Hours On Days Off**

(05) An employee who has a reduction in hours because of a day of no work may request to not apply the five (5) & two (2) to preserve his preference in days off and fill days of no work with a statutory lieu day or a vacation day or take the day of no work.

The employee who has made a request to maximize may work a maximum of ten (10) consecutive days within a two-week period in order to work up to eighty (80) regular hours in two (2) consecutive scheduled workweeks.

(07) The request to maximize will be indicated on the preference sheet.

(07) Employees who choose to maximize will receive daily overtime after working more than eight (8) hours in a day, after forty (40) hours in a scheduled work week or on a sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shift in a seven (7) day work week.

Overtime will also be payable to employees working on more than ten (10) days in a pay period.

(07) Functions Department employees who choose to maximize may work more than forty (40) regular hours in a work week at straight time and/or work more than six (6) or seven (7) shifts in a scheduled seven (7) day workweek at straight time (with no impact on daily overtime) to help achieve up to eighty (80) hours over two (2) work weeks.

**d) Restricted Employees**

This present clause does not apply to a restricted employee who has not cancelled his restrictions for the temporary period.

**9.7 BREAKS FROM WORK**

**a) Rest period**

(02) Employees shall be allowed two (2) fifteen (15) minute rest periods during a normal day's work; one (1) during the first four (4) hours of their assignment and one (1) during the second four (4) hours of their assignment.

Employees with an assignment of less than six (6) hours shall be allowed only one (1) rest period per day.

Rest periods shall be scheduled on a daily basis by the Department Head taking into consideration the needs of the operations.

Employees shall not be required to take said break prior to commencing work.

**b) Meal Period**

Regular meal periods shall not be less than thirty (30) minutes or more than one (1) hour, unless mutually agreed.

Said unpaid meal period shall be provided to employees while working shifts of five (5) hours or more which shall be scheduled between the employee and the Department Manager, on or before the 5th hour.

**9.8 MEAL PERIOD ASSIGNMENT**

(93) A meal period shall not be assigned between 10:00 PM and 6:00 AM, but twenty (20) paid minutes will be granted in which to eat.

**9.9 WORKING DURING MEAL PERIOD**

(93) If employees are required to work their normal meal period, such work shall be paid at straight times, and at the first opportunity, employees shall be granted twenty (20) minutes to eat without deduction from pay.

Should an employee, as a result, work more than eight (8) hours that day, such extra hours shall be paid at overtime rate.

**9.10 WORK BETWEEN 10:00PM AND 6:00AM**

(99) The Company may establish daily assignments of eight (8) consecutive hours without a regular meal period, granting twenty (20) minutes in which to eat without deduction of pay for those employees who are scheduled to work between 10:00pm and 6:00am.

**9.11 SPLIT SHIFTS**

(07) Employees working split shifts as defined in Article 9.5 will be paid an extra one-half (½) hour of straight time pay for each full split shift worked.

**9.12 ASSIGNMENTS CHANGED WITHOUT ADVANCE NOTICE**

(93) Employees whose assignments are changed without the prescribed advance notice, as provided in Article 9.6, shall not be disciplined in the event they are unable to comply

with the altered schedule.

#### 9.13 CHANGES THE ASSIGNMENT WITHIN THE TIME LIMIT

(93) In the event the Company changes the assignment of an employee within the time limit provided in Article 9.6, 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 the Department for those hours.

#### 9.14 MINIMUM TO BE PAID

(91) Employees who are scheduled or called to work shall be paid a minimum of four (4) hours at their hourly base rate of pay.

In the event of reduced business, employees will be permitted to leave work at their own request and will be paid at the hourly base rate of pay 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.

#### 9.15 OVERTIME

(93) Should a regular employee be required to work beyond the end of their scheduled shift which was for less than eight (8) regular hours, said employee 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 regular rate.

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

#### 9.16 HOURS FREE BETWEEN SHIFTS

(99) Except when agreed between employees and their Supervisor, the Company will comply with eight (8) hours free from work between shifts, failing which, overtime rates will apply for the second tour of duty.

#### 9.17 STAFF MEETING

(99) An employee required by the Company to attend a staff meeting during their normal working hours shall be compensated at their hourly base rate of pay for the time thus spent even though such meetings may run over the normal working hours.

Attendance for staff meetings will be on a voluntary basis for those employees who are not scheduled on that day.

9.18 COMPRESSED WORK WEEK

(93) Notwithstanding the provisions of this Article, where Mutually Agreed in writing, 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, failing which, 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.

9.19 ALTERNATIVE SCHEDULING

- **Alternating Daily Shifts**

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

- **Alternating Weekly Shifts**

Provided that there is Local Agreement, where there are positions of the same classification within the same Department which require employees to work on different assigned weekly scheduled shifts, it may be permissible, where desired by employees and approved by the Department Head, to work alternate weekly scheduled shifts.

- **Dropping a Shift**

(16) An employee may request to drop a shift after the posting of the schedule as follows:

- a) if there is a junior qualified employee within the classification that is ready and available to do the work at no extra cost to the Company or;
- b) (10) where there isn't an available employee within their classification, dropped shifts will be permitted to employees in other classifications, provided they are qualified and able to perform the required duties without any additional training or expense to the Employer.

An employee who requests to drop a shift will be responsible for ensuring that there is a junior qualified replacement and that the seniority provisions of the Agreement are followed when finding a replacement. An employee must have the request pre-approved in writing by a Manager before the change will be made to the schedule.

These requests will not be made in order to accept another shift or to deliberately create a pattern which undermines the scheduling provisions of the Agreement.

- **No Overtime**

The parties agree that no overtime will be incurred as a result of these requests.

#### 9.20 COMPLETE A WORK WEEK

(20) The Company will allow regular and temporary employees the opportunity to complete a work week of up to forty (40) regular hours provided that:

- i) Said employees are qualified;
- ii) Said employees are released by the department to which they are regularly assigned due to the fact that they are not scheduled for forty (40) regular hours as provided in Article 9.3;
- iii) They advise the Department Head concerned of their availability on a weekly basis by signing and dating the appropriate list which will be located in the Human Resources Department during regular office hours;
- iv) The work does not involve any overtime payment;
- v) Said employees who are scheduled in another department as a result of the application of the regulations set out in this Article cannot submit a grievance for payment of any hours they would have worked in their original department following the assignment of other employees to do work for which they were not scheduled.
- vi) This provision must however in no way be interpreted as a guarantee of hours of work.
- vii) The provisions contained in Articles 4.1, 4.2, 9.2, 9.6, 9.16, 10.7 and 10.8 shall not apply as a result of the application of this Article.

It is furthermore understood that an employee who is not working on any day and is called in to work that the provisions of Article 10.5 will not apply.

- viii)** For the purpose of the application of this Article, any unscheduled hours in a department will be allocated according to qualifications and seniority in the following manner:
- within the Department;
  - within the Group;
  - within any other Group, using the last date of hiring at the Empress Hotel, which shall be indicated by the employee when they are applying the provisions of (iii) above. Said date of hiring shall be subject to the concurrence of the Human Resources Department.
- ix)** When it is known that four (4) hours or more of work are available and it is possible to do so, the Employer will schedule employees according to the provision of this clause prior to a temporary assignment.
- x)** (07) Probationary employees may be scheduled to work, by order of seniority, in other positions within their group, pursuant to all other scheduling provisions of the agreement.

#### 9.21 RATIO OF RESTRICTED TO UNRESTRICTED EMPLOYEES

(16) It is not the intent of the Company to increase the number of restricted employees for the purpose of decreasing the number of unrestricted employees.

#### 9.22 (20) MAXIMIZATION OF SHIFTS

While the company is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of seven (7), six (6), five (5) or four (4) hours.

### **ARTICLE 10 - OVERTIME AND CALLS**

#### 10.1 RATE OF PAY

(93) Except as otherwise provided by the Agreement, authorized time worked by employees in excess of and continuous with before or after the provisions of Article 9.1 shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-half (1 ½) times the hourly base rate of pay for the first hour of overtime so worked.

Overtime worked in excess of one (1) hour shall be paid for on the actual minute basis of

two (2) times the hourly base rate of pay.

Notwithstanding the above, employees in Group 5, Functions Department, shall be paid at the rate of time and one half (1 ½x) the hourly base rate of pay for the first hour worked after eight (8) hours in a given day and double time (2) the hourly base rate of pay for all subsequent hours.

When functions employees work on their sixth or seventh consecutive day they shall receive time and one half (1 ½x) the hourly base rate of pay for all hours worked on these days until they have reached forty (40) hours for the week, after which they shall receive double time (2) the hourly base rate of pay for all hours in excess of forty (40) hours for the week.

(07) Employees who choose to maximize will receive daily overtime after working more than eight (8) hours in a day, after forty (40) hours in a scheduled work week or on a sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shift in a seven (7) day work week. Overtime will also be payable to employees working on more than ten (10) days in a pay period.

(07) Functions Department employees who choose to maximize may work more than forty (40) regular hours in a work week at straight time and/or work more than six (6) or seven (7) shifts in a scheduled seven (7) day workweek at straight time (with no impact on daily overtime) to help achieve up to eighty (80) hours over two (2) work weeks.

#### 10.2 EXCEPTION TO OVERTIME

(07) Time worked in excess of the regularly assigned hours shall be paid for at the hourly base rate of pay when such excess time is due to changing shifts, provided that such changing shifts are arranged by Local Agreement.

#### 10.3 PAYMENT OF OVERTIME

(97) Authorized overtime shall automatically be paid to employees in accordance with the record on the departmental payroll sheet.

#### 10.4 SUSPENSION OF REGULAR HOURS TO AVOID OVERTIME

(99) Employees shall not be required to suspend work during regular hours in order to absorb overtime of a different day.

#### 10.5 WORK BEFORE OR AFTER REGULARLY ASSIGNED HOURS

(07) Regularly assigned employees who are notified or called to perform work not continuous with before or after their regularly assigned hours shall be allowed for such call back a minimum of three (3) hours; the first hour of which shall be compensated at



one and one-half (1 ½) times the hourly base rate of pay, and the second hour which shall be compensated at two (2) times the hourly base rate of pay.

If held on duty in excess of three (3) hours, compensation shall be on the minute basis of two (2) times the hourly base rate of pay.

#### 10.6 CANCELLATION NOTICE OF OVERTIME

(97) The provisions of Article 10.5 do not apply to an employee who, before leaving home, is advised of the cancellation of their notification or call.

#### 10.7 TEMPORARILY ASSIGNED AS SERVERS ON A SPECIAL FUNCTION

(16) Regularly assigned Non-Gratuity employees, temporarily assigned to duties as servers on a special function during their regular working hours, shall be paid in addition to this hourly base rate of pay as follows (Group 5, Functions Department excepted):

- Breakfast functions: \$3.00
- Luncheon functions: \$3.00
- Dinner functions: \$3.00

#### 10.8 WORK ON SCHEDULED DAY(S) OFF

(16) Regular employees entitled to scheduled day(s) off as provided under clause 9.6 who are required or who volunteers to work on their scheduled day(s) off shall be for their work on such day(s) on the minute basis at double time their applicable hourly base rate of pay with a minimum of four (4) hours for which four (4) hours service may be required.

- a)** Where an Employee volunteers or is required to work his/her scheduled day off, he/she cannot be required to work both scheduled days off and will be guaranteed at least one (1) day off each week.

Where an Employee is required to work overtime in any week, including one of his/her days off, he/she cannot be forced to work more than eight (8) hours of overtime in any single week.

- b)** If an Employee has taken a day off using a banked statutory holiday but is willing to work overtime if it becomes available on a scheduled day off adjoining the statutory holiday. He/she must indicate his/her willingness to be called in by signing the weekly overtime sign-up sheet.
- c)** This shall not apply where the time off is part of a vacation period as set out in Article 6.10

#### 10.9 ALLOCATION OF OVERTIME

(02) It is understood that every effort will be made to avoid the necessity of overtime. Should authorized overtime work be required, the following will apply:

- a) Scheduled overtime work will be assigned to senior qualified employee(s) who may decline such overtime work, provided a less senior qualified employee is available to perform the work.
- b) Overtime work that is continuous with a regular day's work shall be assigned amongst qualified employees present, on a seniority basis.

Senior employees may decline such overtime work provided a less senior qualified employee is present.

- c) The Union may request a meeting with the Company to review and discuss solutions to minimize the necessity of scheduling overtime.
- d) (16) Overtime worked by an employee beyond eight (8) hours in a workweek will be voluntary except as provided for in Article 10.8. However, this will not prevent the Company from maintaining a qualified workforce in situations beyond the control of the Company.

#### 10.10 REST PERIOD

(99) Employees shall be provided with a fifteen (15) minute paid rest period after completing two (2) hours of overtime. Should more than six (6) hours be required, said employees shall receive an additional twenty (20) minutes paid in which to eat.

#### 10.11 OVERTIME -SIGNUP SHEET

(16) Employees wishing to work overtime shall utilize weekly overtime sign-up sheets in all departments in the hotel. By signing the list, Employees are indicating interest in working overtime but will not be obliged to accept the overtime request. This does not override any other obligation the employee may have to work overtime.

### **ARTICLE 11 - SENIORITY**

#### 11.1 SENIORITY LISTS

(02) For seniority purposes separate seniority lists will be posted in the main staff hallway for unrestricted regular employees and by hours worked for restricted regular employees.

Start dates and employee number shall be included.

A list of start dates for all casual employees will also be posted.

An unrestricted employee will be considered senior to a restricted employee for the purpose of the application of regular hours, overtime hours and allocation of days off.

#### 11.2 SENIORITY PREFERENCES

(05) 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.

#### **Scheduling Preferences**

(07) Regular unrestricted employees will fill out the preference sheet within thirty (30) days of the ratification of this Agreement.

The preference sheet will be applicable for two (2) calendar months.

The employee may make a change to the preference sheet prior to the 15<sup>th</sup> of the month for it to take effect the following two (2) month period.

A copy of the modified preference sheet will be provided to the Union.

#### 11.3 POSTING OF LISTS

(99) Seniority lists for regular employees as indicated in Article 11.1 will be posted by the Company in March and in September of each year.

The list will show name, position, and date from which each employee's seniority is accumulated.

The Company shall provide the National Representative and the Local Chairperson with copies of each list.

A list of start dates for casual employees will also be posted.

#### 11.4 CHANGE IN THE SENIORITY DATE

(99) No change shall be considered in the seniority date of an employee unless the employees or their union representative makes written protest within sixty (60) calendar days after the posting of the seniority lists.

No one shall lose seniority due to a clerical error in the seniority list.

#### 11.5 NOTICE OF LAYOFF

(02) Forty-eight (48) hours' notice of layoff will be given to regular unrestricted employees when such layoff is seven (7) working days or more. Said notice shall not coincide with the employee's annual vacation.

Notwithstanding the above, forty-eight (48) hours' notice of layoff will be given to regular unrestricted employees of Group 5, Functions Department when such layoff is twenty-one (21) working days or more.

#### 11.6 REDUCTION OF FORCES

(02) When forces are being reduced senior qualified regular employees will be permitted to exercise their seniority. Under no circumstances can a restricted employee displace an unrestricted employee. It is understood that any employee exercising their right shall do so in writing within thirty-six (36) hours of the effective change.

#### 11.7 REDUCTION OF HOURS AND DISPLACEMENT

(07) When hours are being reduced for regular unrestricted employees from forty (40) hours per week to less than thirty (30) hours per week (hours attained under the provisions of article 9.20 will also count toward this thirty (30) hour calculation) within their classification, as a result of being displaced by a more senior employee or as a result of shortage of work, the employee may accept the reduction in hours or, provided they are able to fulfill the normal requirements of the position may, in order to maintain their regular work week of up to a maximum of forty (40) hours may exercise their seniority as follows:

- a) within department; failing which
- b) within group

(10) It is understood that once the employee has chosen to exercise his seniority in the order stated above, they must take the position which has the maximum potential true hours available.

- **Bumping Up**

It is understood that for the purposes of exercising seniority, an employee may only displace a junior employee in an equal/lower rated position for which they are qualified, except in the case where the employee has previously held said position.

- **Return To Original Position**

(13) A regular unrestricted employee who has exercised their seniority in accordance with this clause will not be permitted to exercise their seniority under this clause for a minimum of two (2) months after which time they would return to their position if the hours in their old position are equal or exceed thirty (30) true hours.

- **No Overtime**

The parties agree that should an employee exercise this right no overtime will be incurred.

- **Transfer Of Seniority**

An employee who has exercised their seniority outside of their department shall carry their seniority to their new department.

#### 11.8 LAY OFF AND DISPLACEMENT

(05) A regular unrestricted employee who is unscheduled for seven (7) consecutive days within their classification may elect to be placed on layoff status, or alternatively:

- a) **Displacement Within Their Group**

Provided they are able to fulfill the normal requirements of the position concerned, may exercise their seniority as follows:

- within their department, failing which
- within their group

(13) Should there not be a position of thirty (30) true hours or more within the department, the employee will be allowed to displace within their group to a position with thirty (30) true hours or more.

- b) **Displacement Outside Their Group**

(13) If, following (a) above, they have exhausted their seniority in their own Group, they may displace only a junior unrestricted employee with the greatest number of true hours of work in another Group, provided they are qualified to fulfill the requirements of the position concerned.

In doing so, said employee shall assume the weekly schedule of the displaced employee for the first week, after which, the employee is scheduled according to seniority.

In this case, an employee shall retain their seniority within their original Group for bidding purposes only.

An employee, who has not been awarded a position under the provision of Article 12, shall be returned in order of seniority to their original classification when their former work week is restored to a minimum thirty (30) true hours and when it is known that the duration will be for two (2) consecutive work weeks or more.

However, if there is less than thirty (30) true hours in their original classification, an employee may request to return, thirty-six (36) hours prior to the posting of the schedule, as long as the hours are equal or more than the hours he held in their original classification prior to the layoff.

### **Restricted Employee**

A regular restricted employee may use the provisions of this clause only if they are displaced by an unrestricted employee using the provisions of this clause. The regular restricted employee may only displace another restricted employee with the same restrictions.

#### **11.9 DISPLACING A JUNIOR EMPLOYEE**

(93) An employee displacing a junior employee, in accordance with the provisions of Article 11.8 above, must make their choice in writing, to the Human Resources Department, within seven (7) calendar days from such abolishment, displacement, and/or receipt of lay-off notice.

#### **11.10 RETURN FROM VACATION**

(02) When an employee returns from vacation, Weekly Indemnity, Workers Compensation or leave of absence and their position has been abolished or they have been displaced, the time lines as stated in clause 14.3 shall apply from the date of their return to work.

Should a position be abolished while an employee is on lay off, said employee will be advised in writing by registered mail and the time lines as stated in clause 14.3 shall apply from the date of receipt of notice.

#### **11.11 EXERCISE SENIORITY TO ANOTHER GROUP**

(93) An employee who has exercised their seniority to another Group, in accordance with the provisions of sub-Article 11.8 (b), shall retain their seniority within their original Group for bidding purposes only.

It is understood that an employee may only exercise their seniority in order to equal or increase the number of regular hours which they had before they first exercised their

seniority.

An Employee who has not been awarded a position under the provision of Article 12, shall be returned in order of seniority to their original classification when their former work week is restored to the number of hours regularly scheduled at the time the employee had exercised their seniority, and when it is known that the duration will be for two (2) consecutive work weeks or more.

#### 11.12 DISPLACEMENT OF AN EMPLOYEE COVERED BY THE REHABILITATION ARTICLE

(02) A regular unrestricted employee who has exhausted his seniority following the application of Article 11.7 or 11.8 above may only then exercise his seniority to displace junior employees placed under the Rehabilitation Article, provided that the position has not been created specifically for the application of the rehabilitation provisions and in order to accommodate an employee placed under said Article.

#### 11.13 LAID-OFF EMPLOYEES WHO APPLY TO A POSTED POSITION

(97) Subject to Article 12.4, laid-off employees shall be permitted to apply to a posted position in accordance with the provisions of Article 12.8.

#### 11.14 LAID-OFF EMPLOYEE'S REGISTRATION

(93) A laid-off employee must register his name and telephone number, in writing, at time of lay-off, with the Human Resources Office. He 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 employee.

#### 11.15 RECALL OF A LAID-OFF EMPLOYEE

(07) A laid-off qualified employee shall be recalled to service in order of seniority when a vacancy in their department remains unfilled after all internal adjustments have been made amongst active employees of said department.

An employee recalled from lay-off, shall be notified by registered mail or equivalent, or by direct personal telephone contact to the last address or telephone numbers on record with the Company.

Receipt of recall notice is deemed to have been received no later than ten (10) days of the date of mailing or in the event that such notice is personally or hand-delivered, the date received.

A copy of the recall notice shall be given to the Local Chairperson.

#### 11.16 LOSS OF SENIORITY

(02) An employee will forfeit his seniority and his name shall be removed from the seniority list:

- a) when he voluntarily resign;
- b) when he is dismissed for just cause;
- c) in the event an employee fails to return from an authorized leave of absence or is absent without just cause;
- d) when a laid off employee fails to advise the Company of his intention to return to work within five (5) calendar days of the 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 as outlined in Article 11.15;
- e) a laid off regular employee shall retain and accumulate his seniority and recall right for a period equal to the length of his continuous service, which in any event shall not exceed twelve (12) months from date of layoff;
- f) when a regular restricted employee asks for a change in restrictions that no longer meet the requirements of service. In this case, the Company will serve to said employee fifteen (15) days' notice that he must maintain his restrictions to meet the demands of service.

#### 11.17 EMPLOYMENT OUTSIDE THE HOTEL

(99) A laid-off regular employee who has alternate employment outside the Hotel at the time of receipt of recall notice may, provided a mutual agreement is reached between the Director of Human Resources and the Local Chairperson, be relieved from reporting for work in their established position, for a period not exceeding thirty (30) calendar days and providing that a junior qualified laid-off regular employee is available at no additional cost to the Hotel.

#### 11.18 DISPLACEMENT OF A JUNIOR EMPLOYEE

(99) It is understood that for the purposes of exercising seniority, an employee may only displace a junior employee in an equal/lower rated position, except in the case where the employee has previously held said position.

In the application of the rules governing displacement the classification of Junior Server



will be equal to the classification of Server and in the Department - Porters Group II the classification of Porter shall be equal to the classification of Doorperson.

#### 11.19 TRIAL PERIOD

(93) Employees displacing junior employees will receive a full explanation of the duties of the positions and must demonstrate their ability to perform the normal requirement of the position within a trial period of sixty-six (66) working days, which shall not be curtailed without proper cause.

Employees who fail to successfully complete the trial period shall be allowed to exercise again their seniority.

#### 11.20 UNABLE TO WORK THE ASSIGNED REGULAR HOURS

(02) Should a regular unrestricted employee be unable to work the assigned regular hours as per the scheduling and seniority provisions of this agreement because of availability restrictions, said employee will be moved from the unrestricted to the restricted list.

#### 11.21 PRIVILEGED LAY-OFF STATUS

(93) During low volume business periods in which the Hotel is laying-off employees, and is able to maintain an adequate and qualified work force and provided that an agreement has been reached between the Director of Human Resources, the employee and the Local Chairperson, it will be permissible for a regular employee to apply to be placed on Privileged Lay-Off Status for a pre-determined period of time which shall not exceed six (6) months in total, in accordance with the following provisions:

- a)** In order for an eligible employee to avail themselves of this provision, they must make a written application to the Director of Human Resources, no later than January 15<sup>th</sup>, 1994, and thereafter on September 15<sup>th</sup> annually following which entitlement will be determined as outlined below, and provided that:
  - i)** for the same period of time, there is not more than one regular employee per classification per Department, based on a ratio of one regular employee per fourteen (14) regular employees, receiving this privilege;
  - ii)** this privilege is granted to not more than fifteen (15) regular employees simultaneously amongst the entire Hotel staff;
  - iii)** (05) the regular employee is at least fifty-five (55) years of age and that said employee has at least ten (10) years of continuous service;

- iv)** said privilege must be granted based on seniority;
  - v)** once all other employees have been recalled from lay-off and, in the event that the Hotel still requires additional employee(s), the employee enjoying the Privileged Lay-Off Status must immediately return to work upon recall; failing which they shall forfeit their seniority and their name shall be removed from the seniority list.
- b)** Once the agreed-upon period of Privileged Lay-Off Status expires, the employee is required to immediately return to work to their original position, failing which they shall forfeit their seniority and their name shall be removed from the seniority list.

#### 11.22 REDUCTION OF WEEKLY HOURS

(05) A regular unrestricted employee with fifteen (15) or more years of continuous service may make a written request to reduce his weekly hours to a minimum of thirty-two (32) hours. Written request must be given to the Director of Human Resources, the Department Head and the Local Chairperson by to March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>. Consideration of such requests will be made on the basis of seniority and operational impact. It is understood that if approved the reduced hours would be in effect for that quarter.

#### 11.23 SENIORITY EQUIVALENCY LIST

(02) Seniority equivalency for employees covered under Schedule "A": on October 1<sup>st</sup>, 2002, all regular full-time employees and regular part-time employees will be placed on a single list (unrestricted) and they will have a choice to make by October 15<sup>th</sup>, 2002. Once they have elected their choice the following shall take place:

- a)** Employees who prior to October 1<sup>st</sup>, 2002 were classified as "Regular Full-time Employee" or "Regular Part-time Employee" shall have their full seniority transferred under the unrestricted list if applicable.
- b)** Employees who as of October 1<sup>st</sup>, 2002 have their names on the unrestricted list and who have their names transferred from said list to the restricted list, will have their full seniority inserted under the restricted list, and thereafter, seniority on the restricted list shall accrue from October 15<sup>th</sup>, 2002 based on an hourly formula as described in the second paragraph.

Conversely the same shall apply in movement from the restricted list to the unrestricted list.

Said formula shall be as follows: eight (8) hours equal one (1) day, forty (40) hours

equal one (1) week and two thousand and eighty (2080) hours equal one (1) year. For purposes of scheduling, the seniority used prior to the change shall be the one to establish ranking on the restricted list and thereafter the accrued seniority based on hours worked during the preceding six (6) months and posted twice every year, shall be added to the accrued seniority transferred.

Note: All current part time employees who will go to the unrestricted list will assume their seniority ranking on said list only once the employee has worked or would have worked twenty four (24) regular hours for four (4) continuous weeks within their regular classification within their own department under the conditions set out in the second paragraph of clause 12.1

#### 11.24 JOB SECURITY (05)

- a) **Job Security Program:** Effective with the signing of the Collective Agreement, all regular active employees, who have been permanently laid off in cases due to technological, operational or organizational changes, and who have been unable to exercise their seniority in accordance with the provisions of Article 11, are eligible for the following job security program.
- b) (97) Regular employees who wish to exercise their seniority for a position for which they are not qualified, may, if suitable for such position, be trained for a period of up to thirty (30) working days in accordance with the provisions of Article 23.
- c) In the event that regular employees, who have maintained an average of one thousand two hundred (1200) regular hours each year of their employment, fails to qualify after training pursuant to (2) above, the following shall apply:
  - i) (97) Employees having completed one year, 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, they will be entitled to one (1) additional week for each subsequent completed year of employment up to a maximum of twenty-six (26) weeks.
  - ii) Regular employees who do not qualify as per (a) above shall be entitled to the provisions contained in the Employment Standards Act.
  - iii) Employees accepting severance pay are deemed to have resigned from the service of the Company and their names shall be removed from the seniority list. In the event employees return to the service of the Company, they shall do so on the basis of being "new" employees and shall therefore establish a new seniority.

## **ARTICLE 12 - POSTING OF POSITIONS**

### 12.1 (13) POSTING FOR ADDITIONAL EMPLOYEES IN A CLASSIFICATION

(a) (05) When there is a vacancy temporary or otherwise of thirty (30) days or more and the Company intends to fill such vacancy or when a new position is created and either of the vacancies are subject to the terms of this Agreement, the position shall be posted, with the estimated hours available, on the bulletin board provided for this purpose opposite the Human Resources Office for a period of five (5) working days exclusive of Saturday, Sunday and Statutory Holidays.

### (b) (07) **Transfer of seniority for a posting of more than sixteen (16) hours**

An employee accepting a posting with more than sixteen (16) hours shall carry over their full seniority immediately upon starting in the new posting.

An employee accepting a posting of sixteen (16) hours or less shall be permitted to exercise their full seniority in the new classification if they can demonstrate that they worked more than sixteen (16) true hours in the classification in the previous three (3) weeks.

It is understood that the need for the positions of lesser hours will be during the busier periods of business and the positions will be included in the temporary positions posted for this period.

The department will schedule miscellaneous hours as per other provisions within the Collective Agreement.

The successful applicant will not carry their seniority with this position and will be scheduled after all employees who are in positions of greater than sixteen (16) hours and the employees who have entered the department on less than sixteen (16) hours prior to their acceptance.

### (c) **On-Call Employees**

(07) Should an on-call employee(s) be expected to work a minimum of more than sixteen (16) regular hours for four (4) consecutive weeks or should an on-call employee(s) work a minimum of more than sixteen (16) regular hours for four (4) consecutive weeks, a posting will occur.

### 12.2 LIST OF VACANT POSITION(S)

(99) A list of vacant position(s), remaining unfilled, will be posted on the bulletin board at

the end of the calendar month for informational purposes only. Such posting will not be construed as re-posted vacant position(s).

### 12.3 NOTICE

(93) A copy of each notice, name(s) of applicant(s) and name(s) of successful applicant(s), shall be furnished to the Local Chairperson. Each notice shall show:

- a) Title of position;
- b) Rate of pay;
- c) Nature of duties;
- d) If temporary, approximate duration;
- e) Hours of work if known;
- f) Assigned days off duty if known.

### 12.4 FILL VACANT POSITIONS (93)

- a) Employees wishing to fill vacant positions shall make their application within the five (5) day period of posting. Bids shall be in writing to the appropriate officer and shall set forth the employee's qualifications for the position which they may be called upon to demonstrate to the satisfaction of the Head of Department.
- b) All applications will be responded to in writing by the Human Resources Department.
- c) Employees, upon request, as indicated in sub-Article 12.4 (a) above, shall be permitted to demonstrate their qualifications for the position in the presence of a Union Representative.
- d) When more than one position is posted on the notice board, employees shall have the right to make application for any or all of them, stating their preference.

Once an employee has been awarded a position in accordance with the provisions of Article 12.6, all other outstanding application(s) shall be nullified.

### 12.5 TRIAL PERIOD

(16) An employee awarded a position pursuant to Article 12.6 shall receive a full explanation of the duties involved.

They must demonstrate their ability to perform the work during a reasonable trial period

of up to forty-five (45) working days, which period, depending on the character of the work, may be extended by Local Agreement and which shall not be curtailed without proper cause.

Employees will be advised upon termination of the trial period.

If considered unsatisfactory, employees will be returned to their former position without loss of seniority.

During the trial period the employee may also decide to return to the position held prior to the posting, however the company may require the employee to stay until there is a suitable replacement.

The employee who decides to return will not be permitted to re-apply for the same classification for a period of six (6) months unless the reason for returning is a lower number of hours than those estimated on the posting.

#### 12.6 AWARDING OF POSITION

(05) The appropriate Department Head shall fill a position based on qualifications, and then seniority of applicants, within classification, department, seniority group, and then other groups. An unsuccessful candidate may appeal the decision under the provisions of Article 16.

#### **(13) Group V**

It is agreed the outlets may have different levels of normal requirements and the company reserves the right to establish said requirements.

#### **Recognition Of Experience**

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.

#### 12.7 RETURN TO FORMER POSITION

(02) Employees returning to their former position from: leave of absence, Weekly Indemnity, Workers Compensation, or vacation, may within seven (7) calendar days exercise their seniority rights to any vacancy or any new positions created, for which they are qualified, in Schedule "A", which may have been posted during their absence and, in any event, no longer than sixty (60) calendar days preceding the date of their return.

The employee thus displaced may exercise their seniority in their group to any position they are qualified to fill.

#### 12.8 EMPLOYEE ON A LEAVE OF ABSENCE

(02) An employee who obtains a leave of absence pursuant to Article 8 or an employee on lay-off may leave a standing application for any posted position, for which they are qualified, as long as the position desired is clearly identified.

The standing application shall be nullified should the employee request and be granted an extension of the leave of absence.

#### 12.9 VACANT SCHEDULE "B" POSITIONS

(97) Applications from employees for assignment to vacancies in Schedule "B" positions shall be given consideration by the Company.

#### 12.10 SCHEDULE "A" EMPLOYEE ACCEPTED INTO A SCHEDULE "B" POSITION

(99) The Company will inform the Union, in writing of any Schedule "A" employee that has been accepted into a Schedule "B" position as soon as the Human Resource Department has been made aware of said acceptance.

#### 12.11 APPLICATION FOR THE SAME POSITION

(07) Employees who are not awarded a position due to lack of qualifications shall not be entitled to apply for the same position until they have proven to the Company that they have improved their lack of qualifications or that six (6) calendar months have passed, whichever comes first.

#### 12.12 GRIEVANCE FILED BY A SENIOR EMPLOYEE

(99) An employee, removed from a position to which they had been appointed, as a result of a grievance filed by a senior employee, may return to their former position, or exercise their seniority rights to any positions that were posted simultaneously with the aforementioned position for which they are qualified, and was awarded to a junior employee.

The junior employee so displaced will be allowed to exercise his seniority in the same manner.

#### 12.13 OCCUPATION OF A TEMPORARY VACANCY

(05) An employee who is awarded a temporary vacancy agrees to occupy the temporary vacancy, (subject to the satisfactory completion of the trial period) for the entire duration

of the temporary vacancy.

### **Return To Previous Position**

When an employee occupies a temporary vacancy, the employee so assigned shall be returned to his regularly assigned position upon the expiration of the temporary vacancy.

### **Application On Other Posted Positions**

(07) An employee occupying a temporary vacancy will be allowed to apply on other posted positions that are not temporary.

If he is awarded the position, the Company may require the employee to stay until the end of the temporary vacancy or until there is a suitable replacement.

An employee may also apply for other temporary vacancies if the original vacancy the employee occupies exceeds twelve (12) continuous months in duration.

### **12.14 TEMPORARY POSITIONS**

(07) "Temporary positions" as stated in sub-Article 2.1 (i), will be posted by the Company for the period covering May 1<sup>st</sup> to October 31<sup>st</sup>, only regular employees will be allowed to bid on said position in accordance with the applicable provisions of Article 12. This time period may be extended by local agreement.

### **Start Date On A Temporary Position**

The Company will, subject to the demands of service, not schedule an employee on a temporary position unless it is anticipated or it has occurred that all regular unrestricted employees in the classification are working a minimum of twenty-four (24) regular hours in a week on a consistent basis [four (4) or more consecutive weeks or more].

### **Transfer Of Seniority**

Regular employees successful in obtaining a temporary position will bring their full seniority to that temporary position on their first start date.

### **Restricted To The Temporary Position**

(07) Once an employee accepts a temporary position, he/she cannot apply for another temporary position and must begin the position on the specified date.

If considered satisfactory said employee shall for the length of the period be restricted to the temporary position.



(07) The one exception to the above restriction is that a regular employee who accepts a posted temporary position may return at his discretion to the position from which he came, on a one-time only basis. This return will not be permitted in order for the employee to accept another position. When the said employee returns to his regular position, bumping rights may not be exercised by that employee in the work area (department) where he held the temporary position until after September 30<sup>th</sup>.

If the employee returns to his former position, the temporary position may then be filled by a qualified employee at the discretion of the Company.

### **Application On Other Posted Positions**

An employee occupying a temporary position will be allowed to apply on other posted positions that are not temporary.

If he is awarded the position, the Company may require the employee to stay until the end of the temporary position or until there is a suitable replacement.

### **Return To Previous Position**

Upon the expiration of the temporary position, an employee so assigned shall be returned to his regularly assigned position with his employment status.

### **External Candidates**

When no applications are received from regular employees or no regular employee is qualified, said temporary position may be filled by an external candidate.

## **ARTICLE 13 - PROBATIONARY EMPLOYEES**

### **13.1 PROBATIONARY PERIOD**

(05) New employees having less than fifty (50) service assignments, a split shift will equal one (1) service assignment; will be considered as on probation.

During the probationary period said employees shall be entitled to the provisions of Article 16 "Grievance Procedure", and if found unsuitable in the opinion of Management, they do not have to be retained in the service of the Hotel.

### **13.2 SENIORITY AFTER PROBATION**

(99) Following successful completion of the probationary period the employee's seniority will be deemed to have begun on their date of hire and the employee will be regarded as

regularly employed and shall then be entitled to exercise their seniority.

### 13.3 STARTING RATE

(16) All new employees may be subject to a starting rate of twenty percent (20%) less than the full rate as reflected in Schedule "A" for the first three (3) calendar months and twelve point five percent (12.5%) for the next three (3) calendar months. An employee must have completed the probationary period outlined in Article 13.1 or in Schedule "C"- Functions Department Casual Employees (#7) before the pay adjustment will be made from twenty percent (20%) to twelve point five percent (12.5%).

The starting rate shall not apply to:

- Chef de parties and Journeypersons holding Culinary Trade Qualifications (Red Seal)
- Maintenance personal holding Provincial Trade certification.

(10) Should the Company accept a transfer of an employee that was working for either another Fairmont property, the above stated starting rate will only apply to the extent that said employee has not completed a six (6) month period in the same position/classification to that of which he/she has been hired into at The Fairmont Empress.

### 13.4 RE-EMPLOYMENT IN THE SAME CLASSIFICATION

(97) Should terminated employees whose services have been satisfactory be re-employed in the same classification within twelve (12) months, service assignments earned shall be allowed in computing the requirements of Article 13.3.

### 13.5 AVAILABILITY FOR POSTING OF POSITIONS

(97) An employee, following the successful completion of the probationary period, may avail themselves of the provisions of Article 12 - Posting of Positions.

## **ARTICLE 14 - ABOLISHED POSITIONS AND DISPLACEMENT**

### 14.1 MAJOR TECHNOLOGICAL OR MECHANICAL CHANGE

(85) The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of major technological or mechanical change that would adversely affect fifteen percent (15%) or more of the working force.

The matter shall immediately become the topic of general discussion and consultation

between the Company and the Union.

#### 14.2 ABOLISHED POSITIONS

(97) Employees whose positions are abolished shall exercise their seniority to displace employees with less seniority, as provided for in Article 11.8, provided they have the qualifications required.

#### 14.3 DISPLACEMENT

(99) An employee who exercises their seniority as provided for in Articles 11.8 and 14.2, shall make their choice in writing within seven (7) calendar days of the abolishment, or displacement from their position and must commence work in their new position within twenty-one (21) calendar days of the abolishment or displacement date, unless prevented by approved absence due to vacation, statutory holidays, justified sick leave, or any other cause for which a leave of absence has been granted.

### **ARTICLE 15 - REHABILITATION**

#### 15.1 DEFINITION

(93) The rehabilitation program is a temporary program in which employees may be placed should they become temporarily unfit to fill their usual occupation, or are on WCB. The program allows employees to recuperate in order to be reinstated in their usual occupation.

#### 15.2 ELIGIBILITY

(07) In order to be considered for the program, employees must supply all bona-fide information requested by the Company before the program is initiated by the Company.

#### 15.3 EXCHANGE OF INFORMATION

(93) 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.

#### 15.4 DISPLACEMENT OF A JUNIOR EMPLOYEE

(93) When mutually agreed, employees may be placed in positions covered by this Agreement which they are qualified to fill, notwithstanding that it may be necessary to displace junior able-bodied employees to provide suitable employment for them.

Furthermore, positions may be specifically created for such purpose and it is agreed that

the positions will be abolished once the incumbents are no longer on the program.

15.5 NO DISPLACEMENT WHILE ON REHABILITATION

(97) Employees placed on this program, shall not be displaced by able-bodied employees, except in the application of the provisions contained under Article 11.12, while they remain in such program. When they subsequently recuperate, they shall return to their former position from which rehabilitated.

15.6 RATE OF PAY

(93) Employees on the program will as a result be paid accordingly at the governing Schedule "A" hourly base rate of pay.

15.7 MEDICAL REPORT

(93) Employees who have been placed under this program will be required to furnish monthly medical reports 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.

(07) The Company shall pay for the cost of these medical reports.

15.8 APPLICATION ON VACANT POSITIONS

(99) For bidding purposes only, employees on the program shall be considered senior to any employees outside the Department containing the program.

15.9 POSTED POSITIONS

(93) Employees while on the program will not be allowed to apply to posted positions unless each application is accompanied by a 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.

**ARTICLE 16 - GRIEVANCE PROCEDURE/RESOLUTION**

16.1 PRIOR TO FILING A GRIEVANCE

(05) Any questions between the Hotel and an employee or the Union arising out of the interpretation, application, or operation of this Agreement are subject to the grievance

procedure.

It is also agreed that there shall be no formal grievance until the employee and/or departmental steward has had a discussion with his/her immediate supervisor, department head or designate and given this person the opportunity to resolve the issue.

The immediate supervisor, department head or designate will make every effort to respond in a timely manner.

#### 16.2 GRIEVANCE PROCESS (STEP 1)

(05) If the issue is not resolved within fourteen (14) calendar days after the first knowledge of grounds for a grievance, the employee, through a Departmental Shop Steward or the Local Chairperson or designate, may present the grievance duly signed by the employee in writing to the Director of Human Resources or designate.

It shall state the specific nature of the grievance or complaint and the requested adjustment.

#### **Grievance On Discipline**

The parties agree that any grievance issued following the application of a written discipline or higher, will be filed with the Director of Human Resources or designate according to this clause and clause 16.1 will not apply.

#### **Meeting Between The Parties**

The Director of Human Resources or designate and the Departmental Shop Steward or the Local Chairperson or designate shall meet within ten (10) calendar days of the receipt of the grievance.

#### **Response**

The Director of Human Resources or designate shall render a decision and reasons thereof in writing within fourteen (14) days of the meeting. Should the parties not be able to have a meeting in the prescribed ten (10) days, the response will be within fourteen (14) calendar days after receipt of the grievance.

#### 16.3 POLICY/GROUP GRIEVANCE

(05) When the grievance has a general application or will affect more than one (1) employee, a policy/group grievance may be filed by either party.

#### **Filing The Policy/Group Grievance And Content**

The policy/group grievance must be filed in writing within fourteen (14) calendar days after the first knowledge of grounds for a grievance.

Such grievance shall identify the classification and/or Department, the specific nature of the complaint, the Article(s) of the Collective Agreement in dispute, and the remedy sought.

### **Meeting Between The Parties**

The Director of Human Resources or designate and the Union Representative or designate shall meet within ten (10) calendar days of the receipt of the grievance.

### **Response To The Policy/Group Grievance**

The party receiving the grievance shall reply to the grievance in writing within fourteen (14) calendar days.

If it is not settled at this stage, the grievance may be advanced to arbitration/mediation as provided in clause 16.4.

#### **16.4 ARBITRATION/MEDIATION**

(05) Should the parties not reach a suitable settlement following the grievance process, the matter may be referred to Arbitration or, if both parties agree, to a Mediation/Arbitration as hereinafter provided, by either the Director of Human Resources or the National Representative of the Union as outlined in Article 18 - Arbitration of grievances.

#### **16.5 REQUEST FOR A JOINT CONFERENCE PRIOR TO ARBITRATION (STEP 2)**

(05) Either party may, within fourteen (14) calendar days following receipt of application for arbitration/mediation, request a joint conference between the Director Employee Relations, Fairmont Hotels & Resorts or designate, and the National Representative of the Union, and such conference shall take place prior to any Arbitration.

#### **16.6 RESPECT OF THE TIME LIMITS**

(99) In the event that the grievance is not progressed by the Union, from one step to another within the time limits set forth in Article 16.2, the grievance will be considered to have been settled in favor of the Company.

Likewise, if no response to a grievance is received by the Union from the Company within

the time limits set forth, the grievance will be considered to have been settled in favor of the Union.

The parties agree that time limits may be extended by mutual written agreement.

#### 16.7 TIME LIMITS

(97) The time limits set forth will apply equally to grievances originating with the Company.

#### 16.8 (97) POLICY/GROUP GRIEVANCE

When the grievance has a general application or will affect more than one employee, Step 1 of the grievance procedure shall be bypassed and the grievance shall be submitted in writing by one party to the other.

Such a policy grievance shall identify: the classification and/ or department, the specific nature of the complaint, the Article(s) of the Collective Agreement in dispute, and the remedy sought.

The General Manager or designate and the Union Representative or designate shall meet within ten (10) calendar days of the receipt of the grievance.

The party receiving the grievance shall reply to the grievance in writing within fifteen (15) calendar days of the meeting. If it is not settled at this stage, the grievance may be advanced as provided in Article 16.4.

#### 16.9 JUST CAUSE

(97) No employee shall be disciplined except for just cause.

#### 16.10 DISCIPLINARY LETTER OR NOTATION

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

#### 16.11 DISCIPLINARY LETTER OR NOTATION REMOVED FROM FILE

(97) If two (2) years have passed since the employee has received any disciplinary letter or notation, all disciplinary notations shall be removed from their file and will not be used in any future considerations.

#### 16.12 ACCESS TO THE EMPLOYEE'S FILE

(99) For the purposes of investigating grievances and arbitrations, the Union shall have full access to the employee's file upon written consent of the employee.

The Union representative will review the file in the presence of the Director of Human Resources or their designate. Photocopies of any relative information shall be given to the Union upon written consent from the employee.

#### 16.13 (07) DISCIPLINARY AND/OR INVESTIGATIVE MEETINGS

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 will 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.

#### 16.14 (20) DISCLOSURE OF INFORMATION

It is agreed that the disclosure of information necessary to assist in resolving grievances at the earliest possible opportunity promotes good labour relations. The Company and the Union agree to provide each other with such information in a timely manner.

### **ARTICLE 17 - SUSPENSION OR DISMISSAL**

#### 17.1 APPLICATION

(89) The following special procedure will apply when more than a one (1) day suspension or dismissal is contemplated. No employee shall be suspended or dismissed except for just cause.

#### 17.2 NOTIFICATION

(97) The employee must be notified of the charge(s) as soon as possible after the Director of Human Resources becomes aware of the alleged offence.

The National Representative of the Unifor or the Local Chairperson will also be notified of all such charge(s) at that time.



17.3 INVESTIGATIVE HEARING

(97) When the Union and the employee are notified of the charge(s) as per Article 17.2 above, an "investigative hearing" into the incident shall be scheduled within five (5) days (excluding Saturdays, Sundays, and statutory holidays as applicable) of the charge(s) being known.

17.4 NOTICE, CHARGES AND EVIDENCE

(89) The employee will be given twenty-four (24) hours' notice of the hearing and in addition will be given a complete outline of all charges and evidence known at least twenty-four (24) hours prior to the hearing.

17.5 (99) PROCEDURE

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

In determining whether or not to hold an employee out of service the employer will consider the nature of the alleged infraction.

b) The Local Chairperson and/or National Representative and/or Local Representative shall be present at the hearing.

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

d) The Director of Human Resources or designate shall render a decision in writing within three (3) days excluding Saturdays, Sundays, and statutory holidays as applicable, of such a hearing.

Any resulting disciplinary action will take effect immediately.

e) Either party may request an extension of the time limits and such extensions will not be unreasonably withheld.

f) (05) If the matter is not settled to the satisfaction of the Union and the Company, Step 2 of the Grievance Procedure may be invoked by either party.

**ARTICLE 18 - ARBITRATION OF GRIEVANCES**

18.1 APPLICATION

(97) A grievance which:

- a) has been processed according to the Steps outlined in Articles 16 and 17;
- b) has not been settled, may be referred by either party, within thirty (30) calendar days following the exhaustion of Step 2 in Article 16.2 to a single Arbitrator or if Agreed to by both parties to a single Mediator/Arbitrator for final and binding settlement in accordance with the Labour Relations Code of B.C. and without stoppage of work.

Said arbitration request shall include the names of three (3) nominees to hear the grievance.

#### 18.2 TIME LIMITS

(97) Seven (7) days (excluding Saturdays, Sundays and statutory holidays as applicable) after receipt of the request for arbitration, the other party shall select, as Arbitrator, one of the three (3) persons named in the request, or submit to the requesting party three (3) names of persons acceptable as Arbitrator.

#### 18.3 SELECTION OF AN ARBITRATOR

(97) If the parties are unable to agree on the selection of an Arbitrator within fourteen (14) days (excluding Saturdays, Sundays, and statutory holidays as applicable) of the date of the request for arbitration, or such longer period of time as may be Mutually Agreed, then the parties shall jointly request the Minister of Labour of the Province of British Columbia to select an Arbitrator and their decision shall be final.

#### 18.4 DECISION OF THE ARBITRATOR

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

#### 18.5 JURISDICTION OF THE ARBITRATOR

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

#### 18.6 EXPENSES

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

18.7 EXTENSION OF THE TIME LIMITS

(97) The time limits, as provided in Articles 16, 17 and 18, may be extended by local agreement or mutual agreement as applicable, provided any such request is made in writing. All responses to such requests will be made in writing.

18.8 (91) MEDIATION/ARBITRATION

The parties agree to exclude the Operation of S.105 of the Labour Relations Code.

Following completion of Step 2 of the Grievance Procedure the parties may, following a Mutual Agreement, assign any matter in dispute to the procedure set out below:

- a) The provisions in Article 18.2 shall be the same in the selection of a Mediator/Arbitrator;
- b) A maximum of three (3) cases shall be heard at any one hearing;
- c) The Company and the Union respectively shall name any person of their choosing to represent their respective interests at the hearing held hereunder;
- d) The parties, through their respective representatives, will attempt to agree on a written statement of facts in the dispute prior to the hearing.
- e) Where possible, the Mediator/Arbitrator shall attempt to mediate a settlement between the parties. The Mediator/Arbitrator shall determine their own practice and procedure but shall give full opportunity to the parties to a hearing to present evidence and to make submissions;
- f) In the event that the Mediator/Arbitrator fails in their attempt, they must render a decision in writing.
- g) The decision of the Mediator/Arbitrator shall be final and binding on both parties.
- h) The Company and the Union shall respectively bear any expenses each incurs in the presentation of its case to the Mediator/Arbitrator; but any general or common expense, including the remuneration of the Mediator/Arbitrator, shall be divided equally between the parties.

**ARTICLE 19 - MANAGEMENT RIGHTS**

19.1 MANAGEMENT RIGHTS

(97) The management and operation of The Empress and the direction and promotion of its working forces is the exclusive responsibility of the Company, provided, however, that nothing in any of the provisions of this Article shall in any way limit, void, or affect the other provisions of this Agreement.

#### 19.2 DISCHARGE FOR JUST CAUSE

(97) The Company has the right to discharge any employee for just cause. The employee shall be notified in writing, with a copy to the Union, giving reason for dismissal, notwithstanding the employee's right to the Grievance Procedure.

#### 19.3 FAIRNESS

(99) The Company agrees that in the exercising of management rights and in the administration of this Agreement, it shall do so in a fair and reasonable manner.

### **ARTICLE 20 - GENERAL**

#### 20.1 SERVICE LETTERS

(97) The Company shall return to new employees, within thirty (30) days from the date of their employment, their service cards and letters of recommendation.

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

#### 20.2 LOCKER AND WASHROOM FACILITIES

Locker and washroom facilities shall be provided and maintained in a clean and sanitary condition by the Hotel. Locker inspections shall be made in the presence of the Local Chairperson or a Shop Steward or a Union Officer.

#### 20.3 UNIFORM AND WORK CLOTHES

(97) Employees who are required to wear uniforms shall have them supplied by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company.

Where it has been established practice to supply employees with work clothes or uniforms, this practice will be continued.

Hat, coat and trousers for male employees and appropriate outer garments for female employees in the Culinary Department will be supplied by the Company free of charge.

Employees will not be permitted to wear uniforms except while on duty and will be held responsible for the proper care thereof.

#### 20.4 EMPLOYEE LIABILITY

(91) Unless negligence is established, employees shall not be responsible for:

- a) The amount of meal and beverage checks for which they have personally signed;  
or
- b) To pay for lost, broken, or damaged equipment.

#### 20.5 POSTING OF UNION NOTICES

(97) The Union may post any Union notice or document, subject to the Company exercising the provisions of Article 16 - Grievance Procedure.

Notices and/or documents shall be dated and signed by a member of the Union Local Executive and shall be restricted to the appropriate Union notice board which shall be provided by the Union and shall be in keeping with general furnishings.

#### 20.6 VALIDITY OF LETTERS

(97) Any such Memorandum/Letter of Agreement, Letter of Understanding or other provision agreed to prior to the signing of this Collective Agreement and not included in this Agreement will be considered null and void.

#### 20.7 GRATUITIES (97)

##### a) **(20) Contracted Gratuities**

(20) When the sponsor of an organized activity, such as functions, tours, etc., leaves gratuities with the Company for distribution, one hundred percent (100%) of the gratuities, as defined in the British Columbia *Employment Standards Act*, shall be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.

For tour groups, when baggage handling is contracted, a mandatory baggage-handling fee will be negotiated with tour organizers.

The Company will not be held responsible should the tour organizer refuse to pay.

(20) One hundred percent (100%) of the baggage handling gratuity will be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.

(20) Administrative fees or other charges clearly identified as distinct from gratuities are not for distribution to employees covered by this Collective Agreement.

**b) Timelines**

By the 16<sup>th</sup> of each month, the Company will advise the Union Gratuities Committee of the total amount of gratuities and the Union Gratuities Committee shall in compliance with the provisions of (a) above, be responsible to provide the Company, within seven (7) days, a detailed list indicating the name of each employee and the amount said employees are being allocated.

**c) Distribution**

The Company will be responsible, following the receipt of the information as indicated in (b), to ensure that each employee whose name appears on said list have said gratuities allocation divided and added for payment on their next two regular pay cheques in order to have all of the appropriate legal deductions made. It is agreed that should an employee only be entitled to one pay cheque in a month the full amount shall be added to said pay cheque to ensure appropriate legal deductions are made.

**d) Customer Determination**

(20) Such distribution shall not apply when the sponsor determines how the Hotel shall make the distribution. It is the intent of the Company to secure gratuities of thirteen point sixty five percent (13.65%) in its service contracts whenever possible, one hundred percent (100%) of which will be distributed to employees.

(20) The gratuities secured will move to fourteen percent (14%) if the Company increases the current fifteen percent (15%) combined administration fees, other charges and gratuities amount to eighteen percent (18%).

The Company will endeavor to ensure the inscription of “gratuities not included”, on gift certificates, coupons, and any food and beverage charges to guests.

**e) Revenue Canada**

Should in the future Revenue Canada, render a decision that deductions on gratuities for personal income taxes, contributions to the Canada Pension Plan and Employment Insurance premiums are no longer required, the provisions of (b) & (c) stated above shall be substituted by the following:

In order to comply with the provisions indicated in (a) of this Article the Company shall remit in trust to the Union Gratuities Committee on the 16th day of each month the amount as stated in (a). Furthermore, the following information shall be supplied with the remittance:

A photocopy of the information sheet with:

- the name of the organized activity;
- the date of the organized activity;
- the amount of gratuities involved.

The Company will allow the practice to resume in relation to submission of gratuity sheets as was done in the past.

**f) In-Room Dining Bills**

(20) In-Room Dining bills will have an automatic gratuity of thirteen point sixty five percent (13.65%) included on the bill for all individual room service orders by a guest.

(20) The automatic gratuities included on the bill will move to fourteen percent (14%) if the Company increases the current fifteen percent (15%) combined administration fees, other charges and gratuities amount to eighteen percent (18%).

(20) One hundred percent (100%) of this automatic gratuity shall be for the complete distribution to employees covered by this Collective Agreement who have rendered service.

The Company will not be responsible should the guest refuse to pay the automatic gratuity.

(16) A delivery charge of two dollars (\$2.00) per amenity will be submitted to the Union gratuity fund for the delivery of amenities.

**g) (13) A La Carte Departments**

The parties agree to meet no later than October 1, 2013 to discuss how to make process improvements for gratuity calculation and disbursement for vouchers used in the Outlets.

The meeting will be conducted by two representatives of the Union and two representatives of management to discuss how to make process improvements for vouchers used in the Outlets.

Additional meetings will be held at least two (2) times per year to review gratuities in the Outlets and the administration of them.

**h) (20) Internal Functions**

All internal functions charged to internal accounts will have an automatic thirteen point sixty five percent (13.65%) gratuity.

The automatic gratuities included on the bill will move to fourteen percent (14%) if the Company increases the current fifteen percent (15%) combined administration fees, other charges and gratuities charged on contracted services amount to eighteen percent (18%).

**i) (20) Customer Rebates**

Provided the refund or rebate is not due to a service issue, there shall be no deduction to the employee's gratuity.

20.8 TOOLS

(05) Where employees working in the following classifications are expected to provide certain tools necessary in performing daily duties, the following will apply in the event of purchase, breakage, damage or theft on Company property.

Any purchases of tools to a maximum of three hundred and fifty dollars (\$350.00) per year with proper receipts must be presented.

It is understood that for purchases of new tools it must be for the sole purpose of the overall benefit of your assignment.

- Cooks Assistants (05)
- Apprentices
- Chef de Partie
- Journeyman Cook
- Electrician
- Painter
- Building Maintenance Engineer



- Carpenter
- Assistant Electrician

The Parties agree to establish a required tool list for each classification and each employee will provide a tool inventory which may include approved reference material, subscriptions and books.

#### 20.9 (05) SAFETY FOOTWEAR

Every employee must equip themselves with safety footwear that complies with Workers Compensation Board requirements.

(20) The Company will reimburse an eligible employee for the cost of one (1) pair of safety footwear, to a maximum of one hundred and ten (\$110.00), once every twelve (12) months.

(16) Having completed twelve (12) months of service, employees of the following departments are eligible to avail themselves of the Safety Footwear program:

- Maintenance
- Culinary
- Gardening
- Stores & Stewards

and employees occupying the classifications in Group VI of:

- Room Attendant
- Assistant Housekeeper
- Houseperson
- Head Houseperson

and employees occupying the classifications in Group II of:

- Head Porter
- Captain Porter
- Porter
- Night Porter
- Security Officer

(13) and employees occupying the classification in Group V of:

- Banquet Porters.

#### 20.10 (02) 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 ninety (90) 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) (05) 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 September 1<sup>st</sup>, 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 endeavor to maintain a qualified work force.

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 1<sup>st</sup>, 2000, shall be minimum requirements incorporated within this Collective Agreement.

20.11 SECURITY OFFICER, SECURITY DEPARTMENT

(16) The parties agree that whenever there is a Housekeeping Houseperson or Porter on duty and there is no emergency requiring the Security Officer, said Security Officer will not be used to do the work of a Housekeeping Houseperson, Porter or Server.

20.12 (20) ECO-TRANSIT BENEFIT

The Company will provide employees with a transit subsidy for their use on the following basis:

- a) This taxable benefit will only be eligible to employees who are currently eligible for participation in the benefit plan and employees must complete one (1) year of service.
- b) The eligible employee must apply to receive the transit subsidy and transit passes for a minimum period of six (6) months at a time. Eligible employees may sign up for the subsidy two (2) times annually.
  - By March 7<sup>th</sup> for April 1<sup>st</sup> commencement
  - By September 7<sup>th</sup> for October 1<sup>st</sup> commencement
- c) The subsidy paid by the Company will be fifteen percent (15%) of the cost of a 1, 2 or 3 zone transit pass. In the administration of this subsection the Company will deduct eighty-five percent (85%) of the cost of a 1, 2, or 3 zone transit pass through payroll deduction. The Company will purchase and issue monthly transit passes to participating colleagues.
- d) This provision will come to an end should a government program (or similar program) that offers an equal or greater transit subsidy to employees become in effect.

**ARTICLE 21 – PENSION PLAN**

21.1 (02) PENSION PLAN

The Pension Plan for Unionized Employees at the Fairmont Empress shall be administered and controlled by Fairmont Hotels & Resorts.

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 FHR Pension Plan for Unionized Employees at the Fairmont Empress.

(07) A regular employee whose name appears on the unrestricted list shall become eligible to participate in the Pension Plan following six (6) months of continuous employment at the Fairmont Empress and having maintained an average of thirty (30) regular hours of work per week.

The Company will contact employees in writing who are not on the FHR Pension Plan, bi-annually, outlining the benefits and enrollment process.

The Local Chairperson will receive a copy of the information and a list of all employees receiving the information when this contact occurs.

Should employees be transferred from the unrestricted to the restricted list, they shall remain on the Pension Plan.

A regular restricted employee may voluntarily join the Fairmont Hotels Corporation Pension Plan for Unionized Employees at the Fairmont Empress 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 restricted employee is awarded a position under the unrestricted list and has not yet become eligible for participation in the Pension Plan, then said employee shall become eligible to participate in the Pension Plan following six (6) months of continuous employment at the Fairmont Empress and having maintained an average of thirty (30) regular hours of work per week.

The employer and the employee shall contribute three point two percent (3.2%) of earnings up to the Yearly Maximum Pensionable Earnings (YMPE), and five percent (5%) of earnings over the Yearly Maximum Pensionable Earnings.

Should the Company discontinue the Fairmont Hotels Pension Plan for unionized Employees at the Fairmont Empress 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.

Should the Fairmont Empress 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 Empress, 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.

### **Supplemental Retirement Savings Plan**

(16) In addition to the pension plan outlined in this Article, the Company will provide a supplemental retirement savings plan (RRSP) for employees who qualify for enrollment in the Fairmont Pension Plan effective September 1<sup>st</sup>, 2016.

Membership in this supplemental retirement savings plan shall be mandatory for all employees who are members of the Fairmont Pension Plan under this agreement.

The specific provider for the supplemental plan will be determined by the Company and shall be governed by the following criteria:

1. The funds in the group plan will be for retirement purposes only and will be locked in until normal retirement under a locked in group RRSP plan.
2. There shall be no vesting period required and employees shall be permitted to transfer funds from this locked in plan to another locked in retirement plan upon resignation or termination.
3. (2020) Effective March 1<sup>st</sup>, 2020 the Employer and Employee shall contribute 1.5% of earnings up to the up to the Yearly Maximum Pensionable Earnings (YMPE).
  - Effective March 1<sup>st</sup>, 2021, RRSP contribution will increase to 1.75%
  - Effective March 1<sup>st</sup>, 2022, RRSP contribution will increase to 2.00%

Said payments of supplemental RRSP shall be listed on the employee's biweekly paystub. If the employer increases contributions to the Fairmont Hotels & Resorts Pension Plan during the life of the Collective Agreement, the increased contributions to the Supplemental Retirement Savings Plan will be reduced by the equivalent amount of the extra contributions.

### 21.2 EARLY RETIREMENT

(20) Employees considering early retirement shall be eligible for an early retirement allowance based on a fifteen (15) hours per year of service will be 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 fifteen

thousand dollars (\$15,000.00).

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 1<sup>st</sup> of his/her intention to retire effective no later than December 31<sup>st</sup>. Payment of said early retirement allowance shall be made with the first pay period immediately following the last day of work.

(20) An employee who, during the life of the agreement, reaches between the ages of sixty-one (61) and sixty-five (65) years and has achieved twenty (20) years of continuous service during this period, may, on a one-time basis, choose to receive the early retirement allowance outlined in this article provided that he or she notifies the company in writing during the annual notification period and a maximum of three (3) months in advance of their intention to retire.

(20) The notification period shall be one month each year, starting on January 1<sup>st</sup>, 2021 to January 31<sup>st</sup>, 2021 and each year thereafter. This special early retirement allowance will be capped at ninety-six thousand dollars (\$96,000.00) over the life of the agreement. Any unused money not claimed shall be available for bid during the January 2022 notification period and so on into the January 2023 notification period if funds are still available. In the event there is a need to determine which employees receive the funding, seniority shall be the determining factor.

## **ARTICLE 22 - HEALTH, SAFETY & THE ENVIRONMENT**

(2005)

### 22.1 (02) POLICIES AND PROCEDURES

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 (Fairmont Empress), as described in the current manual used and implemented by the joint Health & Safety Committee, as well as all applicable legislation.

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

### 22.2 EMPLOYER RESPONSIBILITY

(02) 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.

### 22.3 EMPLOYEE RESPONSIBILITY

(02) 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.

### 22.4 JOINT HEALTH AND SAFETY COMMITTEE

(02) 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.

(05) 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.

### 22.5 RIGHT TO ACCOMPANY INSPECTOR

(02) A Health and Safety Committee Representative for the Union, may, subject to availability, accompany an inspector of the Workers' Compensation Board on an inspection tour and will be provided access to any subsequent reports which will be reviewed by the Joint Health & Safety Committee.

### 22.6 PAY FOR ATTENDING MONTHLY MEETINGS AND PREPARATION

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

(05) 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.

(05) 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.

#### 22.7 RIGHT OF REFUSAL

(02) 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.

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 Unifor Health and Safety School.

#### 22.8 REQUIRED FIRST AID TRAINING

(05) The Company will pay for and ensure level 1 - first aid training is provided.

The required participants will attend at no loss of regular pay.

Members of the Health and Safety committee may also participate in said training under the same conditions.

#### 22.9 W.H.I.M.I.S.

(05) The Joint Health and Safety Committee will be apprised of any known hazard which may impact the health and safety of The Fairmont Empress 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.

#### 22.10 EMPLOYEES WORKING AT NIGHT

(05) This will confirm our agreement that when an employee is working at night, upon request, the Company will provide the employee with an escort to his/her mode of transportation within a block of The Empress, but still within radio contact.

The escort must notify Royal Service before leaving and upon returning to the property.

#### 22.11 (20) ERGONOMICS

The Company agrees to implement the processes set out in the WorkSafeBC publication "Preventing Musculoskeletal Injury (MSI) A guide for employers and joint committees".

#### 22.12 (20) PANIC BUTTONS

The Company agrees to provide classifications that have been deemed to be "at risk" with panic buttons. The Company will consult with the Union concerning those classifications which are considered to be "at risk".

An Employee who has been assaulted may seek reassignment in accordance with the Collective Agreement.

### **ARTICLE 23 - TRAINING**

#### **23.1 TRAINING TO LEARN THE DUTIES OF OTHER CLASSIFICATIONS**

(97) Employees shall be encouraged to learn the duties of classifications other than their own within the Company.

For this purpose, opportunities shall be afforded during their normal working hours, provided that such arrangement does not interfere with the performance of their duties.

The Company may also for this purpose make arrangements with the employees to exchange positions for temporary periods without effect upon the hourly base rate of pay of the employees.

No employees shall be displaced as a result of the above.

#### **23.2 TRAINING DURING SCHEDULED WORKING HOURS**

(91) Employees required by the Company to take training, directly related to their position, during their scheduled working hours will be compensated at their hourly base rate of pay while in training.

#### **23.3 TRAINING OUTSIDE SCHEDULED WORKING HOURS**

(16) Employees required by the Company to take training, directly related to their position, outside their scheduled working hours will be compensated as follows:

- i)** training during a regular working day up to ten (10) continuous hours at their hourly base rate of pay.
- ii)** after ten (10) continuous hours in a regular working day at time and one-half their hourly base rate of pay.
- iii)** on a scheduled day off all hours in training shall be at time and one-half their hourly base rate of pay, for the actual time spent in training without a minimum requirement of hours.
- iv)** on a day of no work all hours in training shall be at their hourly base rate of pay for the actual time spent in training without a minimum requirement of hours.

23.4 TRAINING ON A VOLUNTARY BASIS

(97) Where training opportunities are provided by the Company on a voluntary basis, employees who voluntarily take advantage of such training will not be compensated. Any such training will not result in reduction of the regular hours of a bargaining unit employee.

23.5 EDUCATIONAL INSTITUTION(S)

(97) Cooperative education programs or work experience programs entered into with educational institution(s) will not be implemented without the Union's agreement. Training provided to the co-op students will not result in the reduction of the regular hours of work of a bargaining unit employee.

23.6 (97) TRAINING FOR A NEW POSITION

- a) In the event a new position is created either in an existing classification in a newly created Department or the existing qualification requirements for a classification are substantially modified, the Company shall provide on request a training seminar to employees who are presently working the said classification posted, according to the provision of Article 22.3
- b) Employee(s) shall be advised upon completion of said training seminar if they are deemed to hold the prerequisite qualifications for the posted position.

23.7 (07) TRAINERS

(20) Employees who are certified by the Company to work as a Trainer will be paid a premium of one dollar (\$1.00) per hour in addition to his/her regular hourly wage for the hours assigned to train other employees.

Seniority will be a considering factor when selecting employees to become certified trainers.

**ARTICLE 24 - CULINARY APPRENTICE**

24.1 POSTING OF POSITIONS

(05) Should the Company intend to open position(s) for the culinary apprenticeship program within the Culinary Department, said position(s) shall be bulletined.

The Company agrees to consider current qualified employees before hiring a new employee for apprenticeship positions. Article 12 shall apply.

(07) It is the intent of the Company to have at least one (1) or more culinary apprentices and such positions shall be bulletined.

#### 24.2 RATE OF PAY

(07) Apprentice positions within the culinary department shall be permitted. Apprentices will be paid at the rate they have attained, as per the Collective Agreement. For example, a third (3<sup>rd</sup>) year apprentice will maintain a third (3<sup>rd</sup>) year rate until they successfully passed the Journeyman (JP) exam and been awarded a Journeyman position through a posting.

#### 24.3 RULES AND REGULATIONS

(05) Kitchen apprentices will be trained in accordance with the rules and regulations established by the BC Provincial Apprenticeship Board and in conjunction with the Fairmont Culinary Apprenticeship Program and the Canadian Federation of Chefs de Cuisine.

#### 24.4 ASSIGNMENT FOLLOWING COMPLETION

(07) Upon successful completion of said program, the employee will be classified as a Journeyman Cook if they are the successful applicant for the position posted.

Should no position exist, then said employee shall maintain the rate applicable to the classification of third (3<sup>rd</sup>) year apprentice until such time as the employee becomes the successful applicant to a posting for such a higher-rated classification.

#### 24.5 TECHNICAL TRAINING

(05) 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 they may attend the technical training portion of their program.

#### 24.6 ALLOCATED HOURS

(99) Apprentices will not be used to displace or replace other positions except as provided herein.

Apprentices shall be permitted to temporarily replace positions, within the Culinary Department that are not greater than thirty (30) days in duration without necessity of

bulletin of the position.

Should said position exceed thirty (30) days in duration, it shall then be posted and filled by a regular full-time employee.

(07) Apprentices will be scheduled according to their seniority in their “base” classification and must be willing to relinquish preference for days off and shifts. Job shadows may be utilized from time to time and the Employer will advise the Union prior to doing so. The intent of these shadows is to show an apprentice a certain piece of work, and is not intended to take away hours from a more senior employee.

(07) Apprentice hours are in addition to regularly scheduled hours and these hours will be scheduled separate from regular hours in the department only to apprentices.

A more senior employee will not see a reduction in hours as a result of an apprentice working.

#### 24.7 FAIRMONT EDUCATION ASSISTANCE PROGRAM

(05) 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.

#### 24.8 MAINTENANCE OF BENEFITS

(05) 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.

### **ARTICLE 25 – PASTRY DEPARTMENT**

#### 25.1 PASTRY DEPARTMENT

The Union and the Employer agreed to move the Pastry classifications into their own department during the 2007 negotiations. It was understood and agreed at that time that some employees may have had been cross-trained and/or had tickets which would allow them to work in the Kitchen and Pastry departments, particularly in the event of a reduction in hours or on a layoff.

All employees working as of September 1<sup>st</sup>, 2007 were permitted to move across departments to protect their hours based on the rules in place prior to the signing of that

agreement. Employees hired after September 1<sup>st</sup>, 2007 were used in one department or the other, pursuant to the applicable collective agreement provisions at that time.

All other provisions of the agreement relating to separate departments are applied.

## **ARTICLE 26 – CULINARY DEPARTMENT**

### 26.1 (16) CULINARY DEPARTMENT

1. The Company and the Union agree the following shall apply regarding the application of clauses 9.3, 11.2, 11.7 and 11.8 of the Collective Agreement.
2. The Company will determine staffing levels by classification based on the requirements of service. Based on the structure of the kitchen and requirements of service, the company will determine sections and/or areas of work. Should there be a change in the sections and/or areas, the company will inform the union.
3. It is the Company's intention to schedule a Chef de Partie/Journeyperson on any hotline.
4. Where a Chef de Partie cannot hold work of thirty (30) hours or greater within his/her classification, the parties agree he/she may accept the reduction of hours or lay-off or be scheduled in a Journeyperson shift, subject to clauses 9.3 and 11.2 with no loss of wages.
5. Subject to clauses 9.3 and 11.2 the application of clauses 11.7 and 11.8 shall first be exercised within the area/section of the Kitchen normally worked. Should the employee not be able to exercise clauses 11.7 or 11.8 within the kitchen area/section normally worked, clauses 11.7 or 11.8 may be exercised to another area/section subject to clauses 9.3 and 11.2.
6. The Company agrees to provide the necessary training/orientation to ensure no interruption of work or reduction of hours due to lack of training. The necessary training shall be provided during regular scheduled hours.

Employees who have worked alternative areas/sections of the kitchen regularly and were assigned the full range of duties of the classification within the last six (6) months may request orientation but will not be required to be trained prior to scheduling.

7. Prior to October 15<sup>th</sup> of each year the Company will inform the Union of anticipated business volumes for the months of January, February and March.

Employees must advise the employer by November the 1<sup>st</sup> of their intention to exercise seniority to areas/sections of the kitchen not normally worked. The Company will determine the training requirements and training schedule.

The Company may also limit the number of employees to be trained based on the requirements of service. Training opportunities shall be scheduled by seniority and limiting the number of employees to be trained will not prevent a senior employee from maintaining shifts and hours as per clauses 9.3 and 11.2.

8. The Company retains the right to schedule an employee subject to clauses 9.3 and 11.2 outside the regular area/section.
9. (07) Employees interested in overtime will sign-up on the weekly overtime sheets posted in the kitchen. The Local Chairperson shall receive a copy of these weekly overtime sheets upon request.

Nothing in this Article will negatively impact upon the requirement to assign overtime by classification and then by department seniority to all employees listed on the weekly overtime sheets.

10. The Company will post a list of employees who are trained in the different sections/areas on October 1st and will update the list as employees are trained.

### **ARTICLE 27- KITCHEN STANDARDS**

#### 27.1 KITCHEN STANDARDS

(16) The opening and closing of all kitchen sections will only be performed by culinary employees holding journeyman tickets, with the exception of the staff cafeteria. The kitchen will maintain the current minimum staffing levels for the term of the Collective Agreement:

Chef de Partie	16
Journeyman	10

These levels and/or distribution must in no way be interpreted to limit, void or affect the other provisions of the Collective Agreement.

Should there be any reductions in the current F&B structure that would not justify the above number of staffing levels, both parties shall meet to make the required adjustments.

This in no way is a guarantee of hour for those employees who hold these positions.

**ARTICLE 28 - DISCRIMINATION & HARASSMENT PREVENTION POLICY**  
(2005)

28.1 PROHIBITED GROUNDS

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.

(07) 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 Empress team are treated equally with integrity, trust and respect.

The Company and the Union shall endeavor 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.

28.2 DISCRIMINATION & HARASSMENT PREVENTION POLICY

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.

### 28.3 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.

### 28.4 COMPLAINTS

(16) Any complaint involving allegations of discrimination, harassment or a complaint arising out of a complaint filed under article 28.1 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 party receiving the complaint is obligated to report the complaint to the other party in a timely fashion in order to arrange as expeditiously as possible the joint investigation.

The complainant must indicate that he/she is willing to participate in the investigation and that the parties are required to jointly carry out the investigation. The complainant, the respondent and any witnesses are entitled to union representation throughout the course of the investigation.

Where the complainant fails to agree to participate in the investigation, or allow either party to this Collective Agreement to investigate the complaint confidentially, the complainant shall be advised that the investigation cannot take place and that there is nothing that can be done about the complaint until such time as the complainant is willing

to participate in the investigation as well as interviewing any witnesses.

In cases of complaints of sexual harassment against women, the complainant shall have immediate access to the Woman's Advocate as set out in Article 31 of the Collective Agreement.

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.

#### **28.5 UNION REPRESENTATION**

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.

#### **28.6 TRANSFER TO ANOTHER DEPARTMENT**

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.

#### **28.7 DOCUMENTS ON FILE**

Any and all documents related to a bona fide complaint of harassment and/or discrimination shall not be subject to the application of clause 16.11.

#### **28.8 EXTERNAL LEGAL AVENUES**

Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

#### **28.9 (07) HARASSMENT TRAINING**

The Company will ensure that paid harassment and discrimination training will be scheduled for all employees in the hotel within twelve (12) months of ratification.

The Company will ensure that all new employees shall receive paid harassment and

discrimination training during orientation.

Representatives from the Union will be permitted to attend all of these sessions and participate in the discussion at no cost to the Company.

Refresher courses on harassment and discrimination will be scheduled as necessary.

### **ARTICLE 29 - PAID EDUCATION LEAVE**

#### 29.1 PAID EDUCATIONAL LEAVE

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

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

Paid Education Leave will be requested and granted in accordance with the provisions of this collective Agreement between The Empress and Unifor, Local 4276, and subject to the operational requirements of the service.

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

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

- Effective September 1, 2017 the PEL contributions shall be increased to three cents (\$.03) per hour.
- Effective September 1, 2018 the PEL contributions shall be increased to four cents (\$.04) per hour.
- Effective September 1, 2019 the PEL contributions shall be increased to five cents (\$.05) per hour.

### **ARTICLE 30 – HOUSEKEEPING WORKLOAD**

#### **30.1 (16) HOUSEKEEPING WORKLOAD**

A process was developed for determining the allocation of Room Attendant and Turndown Attendant work and credits that are unique to the hotel while looking at other hotels and comparing best practices.

The current practice of allotting daily room assignments will continue for the life of this Collective Agreement.

Any proposed change of this practice during the term of this Collective Agreement will be discussed and agreed upon with the Union prior to implementation.

**(20) The Union and the Company understand that room attendants are paid on an hourly basis and are expected to complete tasks as assigned by the Company.**

The current practice is as follows:

- a)** Room attendants shall not be assigned more than fourteen credits per day based on a (8) hour shift.
- b)** When a Room Attendant is assigned ten (10) or more check-outs per day, the day room assignment shall be reduced by one (1) credit.
- c)** When a Room Attendant's assignment includes room on three (3) floors or more, he/she shall have his/her assignment reduced by one (1) credit.
- d)** If a Room Attendant is assigned two (2) or more rooms where it is required to move furniture to do substantive cleaning beyond the daily tasks, the daily room assignment will be reduced by one (1) credit.
- e)** When a Room Attendants' assignment includes ten (10) or more rooms with double beds, the daily room assignment will be reduced by one (1) credit.
- f)** In the event a Room Attendant is required to attend a hotel meeting, they will be assigned one (1) less credit for each thirty (30) minutes in attendance at the meeting.
- g)** In addition to the above, when a Room Attendant enters a room and it becomes clear that the room cannot be completed in the allotted time, the Room Attendant will immediately contact the Housekeeping Department and advise him or her of the circumstances.

**h)** The Manager or Supervisor will then assess what assistance is necessary. Pending the outcome of the assessment, the Manager or Supervisor may arrange assistance on completion of the assignment, may reduce the number of rooms assigned on that particular day, or may allow the room to be carried over to the next day's inventory.

**i)** (20) Each long-term checkout where a guest has stayed more than seven (7) days shall reduce the total daily room requirement by one (1) room.

**j)** (20) Turn Down Attendants shall not be assigned more than 40 rooms per day based on a four (4) hour shift.

### 30.2 HOUSEKEEPING WORKLOAD MEETING

The Company agrees that they will hold a meeting every two (2) months at which will be present the Housekeeping Shop Steward, a maximum of two (2) Housekeeping employees, the Local Chairperson, Executive Housekeeper, Director of Human Resources, and the Director of Operations or designate(s) in order to review workload issues in the department and other issues that should arise. The Union shall provide the Company with an Agenda one (1) week prior to the meeting.

There will be a review process implemented in regard to the credit system. Any changes to the current credit allotment must be agreed upon by both parties. These discussions will take place during the Housekeeping Workload Meeting. Both parties agree that this process will not be subject to the grievance procedure as outlined in Article 16.

### 30.3 REST PERIODS

The General Manager will ensure that all managers and their subordinates understand that it is important that colleagues take their breaks each day.

### 30.4 ROOMS CREDIT LIST

The Employer shall establish the Rooms Credit List which will outline the number of credits allotted for each room. Whenever a change in a room occurs, the parties shall meet to review the changes and if required, alter the credit allotted for any room being changed to appropriately reflect the amount of credit to the changed or altered room.

### 30.5 CREDIT SCORE KEEPING

**a)** The Employer shall issue a copy of the current Rooms Credit List to each Room Attendant for his/her use each day so that they are aware of the amount of credits they shall be allotted for the rooms they work in.

- b) In addition to the Room Credit List, Room Attendants shall be issued a daily room tally sheet for the purpose of keeping score of the credits they should be allotted for each room so that he/she knows if they are keeping pace with the workload.

### **ARTICLE 31 – WOMEN’S ADVOCATE**

#### 31.1 WOMEN’S ADVOCATE

(16) The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment.

They may also need to find out about specialized resources in the community such as counselors or women’s shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize the role of the women’s advocate in the workplace. The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role and contact numbers to reach the women’s advocate.

The women’s advocate will participate in an initial 40-hour training program organized by Unifor and an annual three-day update-training program.

The Company agrees to pay at straight time for all lost time, including travel time to attend the course(s). The travel time will be paid to a maximum of eight (8) hours each way.

Registration costs where necessary, lodging, transportation, meals, and other reasonable expenses shall be covered by the Local Union’s Paid Education Leave funds.

The Women’s Advocate shall be appointed by the Local Union Executive Board.

### **ARTICLE 32 - DURATION OF AGREEMENT**

#### 32.1 DURATION

(20) This Agreement shall be made effective from March 1<sup>st</sup>, 2020 and shall remain in effect until March 1<sup>st</sup>, 2023 and thereafter.

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

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Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

---

Patty Ross  
Vice President  
Unifor Local 4276

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Alex Thorne  
Director, Operations  
Fairmont Empress Hotel

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Paul Brisson  
Bargaining Committee Member  
Unifor Local 4276

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Lindsie Thomson  
Managing Partner  
Harris & Company LLP

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Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

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Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

---

Mario Santos  
National Representative  
Unifor



**Schedule "A" - Classification, Department, Group and Rates**

Job Classification	March 1, 2020 1.5%	Sept 1, 2020 1.5%	March 1, 2021 1.5%	Sept 1, 2021 1.5%	March 1, 2022 1.5%	Sept 1, 2022 1.5%
<b>Group 1</b>						
<b>Department – Front Office</b>						
<ul style="list-style-type: none"> <li>• Guest Agent I</li> <li>• Guest Agent II</li> <li>• Night Guest Agent</li> <li>• Lead Resort Reservation Agent</li> <li>• Resort Reservation Agent I</li> <li>• Resort Reservation Agent II</li> <li>• Lead Tour Coordinator</li> <li>• Tour Coordinator</li> <li>• Guest Service Coordinator</li> </ul>	\$25.68	\$26.07	\$26.46	\$26.86	\$27.26	\$27.67
	\$24.20	\$24.56	\$24.93	\$25.30	\$25.68	\$26.07
	\$24.20	\$24.56	\$24.93	\$25.30	\$25.68	\$26.07
	\$25.68	\$26.07	\$26.46	\$26.86	\$27.26	\$27.67
	\$25.68	\$26.07	\$26.46	\$26.86	\$27.26	\$27.67
	\$24.20	\$24.56	\$24.93	\$25.30	\$25.68	\$26.07
	\$25.68	\$26.07	\$26.46	\$26.86	\$27.26	\$27.67
	\$24.29	\$24.65	\$25.02	\$25.40	\$25.78	\$26.17
	\$25.68	\$26.07	\$26.46	\$26.86	\$27.26	\$27.67
<b>Department – Accounting</b>						
<ul style="list-style-type: none"> <li>• <a href="#">Accountant's Clerk Payroll Administrator*</a></li> <li>• Chief Cashier</li> </ul>	\$25.30	\$25.68	\$26.07	\$26.46	\$26.86	\$27.26
	\$24.52	\$24.89	\$25.26	\$25.64	\$26.02	\$26.41
<b>Department – Royal Service</b>						
<ul style="list-style-type: none"> <li>• Royal Service Agent</li> </ul>	\$24.20	\$24.56	\$25.18	\$25.56	\$26.19	\$26.58

<b>Job Classification</b>	<b>March 1, 2020 1.5%</b>	<b>Sept 1, 2020 1.5%</b>	<b>March 1, 2021 1.5%</b>	<b>Sept 1, 2021 1.5%</b>	<b>March 1, 2022 1.5%</b>	<b>Sept 1, 2022 1.5%</b>
<b>Group 2</b>						
<b>Department – Guest Services</b>						
<ul style="list-style-type: none"> <li>• Head Bell Person (RS) (*)</li> <li>• Captain Bell Person (*)</li> <li>• Bell <del>person</del> Person (*)</li> <li>• Doorperson (*)</li> <li>• Night Bell Person (*)</li> </ul>	\$21.95	\$22.28	\$23.11	\$23.46	\$23.81	\$24.17
	\$19.40	\$19.69	\$20.49	\$20.80	\$21.11	\$21.43
	\$19.07	\$19.36	\$20.15	\$20.45	\$20.76	\$21.07
	\$19.07	\$19.36	\$20.15	\$20.45	\$20.76	\$21.07
	\$19.07	\$19.36	\$20.15	\$20.45	\$20.76	\$21.07
<b>Department – Security</b>						
<ul style="list-style-type: none"> <li>• Security Officer</li> </ul>	\$24.00	\$24.36	\$24.73	\$25.10	\$25.48	\$25.86
<b>Group 3</b>						
<b>Department – Culinary</b>						
<ul style="list-style-type: none"> <li>• Chef de Partie</li> <li>• Journeyperson Cook</li> <li>• 3<sup>rd</sup> Year Apprentice</li> <li>• 2<sup>nd</sup> Year Apprentice</li> <li>• 1<sup>st</sup> Year Apprentice</li> <li>• Cook’s Assistant</li> </ul>	\$28.37	\$28.80	\$29.23	\$29.67	\$30.12	\$30.57
	\$27.60	\$28.01	\$28.43	\$28.86	\$29.29	\$29.73
	\$25.05	\$25.43	\$25.81	\$26.20	\$26.59	\$26.99
	\$24.23	\$24.59	\$24.96	\$25.33	\$25.71	\$26.10
	\$23.72	\$24.08	\$24.44	\$24.81	\$25.18	\$25.56
	\$23.72	\$24.08	\$24.44	\$24.81	\$25.18	\$25.56
<b>Department – Pastry</b>						
<ul style="list-style-type: none"> <li>• Chef de Partie</li> <li>• Journeyperson Cook</li> <li>• 3<sup>rd</sup> Year Apprentice</li> <li>• 2<sup>nd</sup> Year Apprentice</li> <li>• 1<sup>st</sup> Year Apprentice</li> <li>• Cook’s Assistant</li> </ul>	\$28.37	\$28.80	\$29.23	\$29.67	\$30.12	\$30.57
	\$27.60	\$28.01	\$28.43	\$28.86	\$29.29	\$29.73
	\$25.05	\$25.43	\$25.81	\$26.20	\$26.59	\$26.99
	\$24.23	\$24.59	\$24.96	\$25.33	\$25.71	\$26.10
	\$23.72	\$24.08	\$24.44	\$24.81	\$25.18	\$25.56
	\$23.72	\$24.08	\$24.44	\$24.81	\$25.18	\$25.56

<b>Job Classification</b>	<b>March 1, 2020 1.5%</b>	<b>Sept 1, 2020 1.5%</b>	<b>March 1, 2021 1.5%</b>	<b>Sept 1, 2021 1.5%</b>	<b>March 1, 2022 1.5%</b>	<b>Sept 1, 2022 1.5%</b>
<b>Group 4</b>						
<b>Department – Stewarding</b>						
<ul style="list-style-type: none"> <li>• Bond-person \$24.24 \$24.60 \$24.97 \$25.34 \$25.72 \$26.11</li> <li>• Receiver \$24.19 \$24.55 \$24.92 \$25.29 \$25.67 \$26.06</li> <li>• Head Store-person \$24.24 \$24.60 \$24.97 \$25.34 \$25.72 \$26.11</li> <li>• Store-person \$23.54 \$23.89 \$24.25 \$24.61 \$24.98 \$25.35</li> <li>• Kitchen Steward \$24.21 \$24.57 \$24.94 \$25.31 \$25.69 \$26.08</li> <li>• Steward’s Helper \$23.51 \$23.86 \$24.22 \$24.58 \$24.95 \$25.32</li> <li>• Night Cleaner \$23.51 \$23.86 \$24.22 \$24.58 \$24.95 \$25.32</li> </ul>						
<b>Group 5</b>						
<b>Department – “Q” at the Empress</b>						
<ul style="list-style-type: none"> <li>• Host/Hostess (*) \$20.79 \$21.10 \$21.42 \$21.74 \$22.07 \$22.40</li> <li>• Server (*) \$18.57 \$18.85 \$19.13 \$19.42 \$19.71 \$20.01</li> <li>• Junior Server (*) \$18.57 \$18.85 \$19.13 \$19.42 \$19.71 \$20.01</li> <li>• Front Bartender (*) \$23.72 \$24.08 \$24.44 \$24.81 \$25.18 \$25.56</li> </ul>						
<b>Department – Room Service</b>						
<ul style="list-style-type: none"> <li>• Server (*) \$18.57 \$18.85 \$19.13 \$19.42 \$19.71 \$20.01</li> <li>• Fairmont Gold Attendant \$21.84 \$22.17 \$22.50 \$22.84 \$23.18 \$23.53</li> </ul>						

<b>Job Classification</b>	<b>March 1, 2020 1.5%</b>	<b>Sept 1, 2020 1.5%</b>	<b>March 1, 2021 1.5%</b>	<b>Sept 1, 2021 1.5%</b>	<b>March 1, 2022 1.5%</b>	<b>Sept 1, 2022 1.5%</b>
<b>Department – Functions</b>						
<ul style="list-style-type: none"> <li>• Captain (*)</li> <li>• Server (*)</li> <li>• Porter (*)</li> </ul>	\$21.54 \$18.57 \$18.57	\$21.86 \$18.85 \$18.85	\$22.19 \$19.13 \$19.13	\$22.52 \$19.42 \$19.42	\$22.86 \$19.71 \$19.71	\$23.20 \$20.01 \$20.01
<b>Group 6</b>						
<b>Department – Housekeeping</b>						

<ul style="list-style-type: none"> <li>• Senior Assistant Housekeeper (RS)</li> <li>• Assistant Housekeeper</li> <li>• Seamstress</li> <li>• Head House Person</li> <li>• Housekeeping Coordinator (RS)</li> <li>• Room Attendant</li> <li>• House Person</li> <li>• Turndown Attendant</li> </ul>	\$24.22	\$24.58	\$24.95	\$25.32	\$25.70	\$26.09
	\$23.56	\$23.91	\$24.27	\$24.63	\$25.00	\$25.38
	\$23.56	\$23.91	\$24.27	\$24.63	\$25.00	\$25.38
	\$23.56	\$23.91	\$24.27	\$24.63	\$25.00	\$25.38
	\$23.22	\$23.57	\$23.92	\$24.28	\$24.64	\$25.01
	\$23.22	\$23.57	\$23.92	\$24.28	\$24.64	\$25.01
	\$23.22	\$23.57	\$23.92	\$24.28	\$24.64	\$25.01
<b>Job Classification</b>	<b>March 1, 2020 1.5%</b>	<b>Sept 1, 2020 1.5%</b>	<b>March 1, 2021 1.5%</b>	<b>Sept 1, 2021 1.5%</b>	<b>March 1, 2022 1.5%</b>	<b>Sept 1, 2022 1.5%</b>
<b>Group 7</b>						
<b>Department – Maintenance</b>						

• Electrician	\$31.75	\$32.23	\$32.71	\$33.20	\$33.70	\$34.21
• Building Maintenance Engineer	\$31.75	\$32.23	\$32.71	\$33.20	\$33.70	\$34.21
• Carpenter	\$31.75	\$32.23	\$32.71	\$33.20	\$33.70	\$34.21
• Painter	\$31.75	\$32.23	\$32.71	\$33.20	\$33.70	\$34.21
• Gardener (***)	\$26.01	\$26.40	\$26.80	\$27.20	\$27.61	\$28.02
• Maintenance Helper	\$23.48	\$23.83	\$24.19	\$24.55	\$24.92	\$25.29
• Gardener's Helper	\$23.27	\$23.62	\$23.97	\$24.33	\$24.69	\$25.06
• Apprentice Gardener	\$22.58	\$22.92	\$23.26	\$23.61	\$23.96	\$24.32
• Work Order Coordinator	\$25.46	\$25.84	\$26.23	\$26.62	\$27.02	\$27.43

### Night Premium

For classifications that are not designated as a "night" classification, an employee who works the majority of his/her scheduled hours between the hours of 11pm and 6am the following day, he/she shall be entitled to the night premium as follows:

- Seventy cents (\$0.70) per hour for all hours worked.

(\*) = Indicates gratuity earning employees.

(\*\*\*) = Indicates \$2.00 premium for ticketed colleague in position.

(RS) = Indicates right of selection.

Meals: All employees scheduled to work six (6) regular hours or more shall be entitled to receive one (1) free duty meal per day.

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

(20) Classifications in the Guest Services department will increase by fifty cents (\$0.50) March 1<sup>st</sup>, 2020 and another fifty cents (\$0.50) March 1<sup>st</sup>, 2021.

- Head Bell Person
- Captain Bell Person
- Bell Person
- Doorperson
- Night Bell Person

(20) Royal Service Agent will increase by twenty five cents (\$0.25) on March 1<sup>st</sup>, 2021 and twenty five cents (\$0.25) March 1<sup>st</sup>, 2022.

(20) Payroll Administrator will be moved to Schedule B when the current incumbent leaves the position.

(20) Inclusion of Valet

The Company will provide notice to Robbins Parking to discontinue their services and once the notice period has elapsed, valet will be added to Schedule "A" Guest Services under the Porter classification. This will occur no later than June 30, 2020.

**Schedule "B" - Exclusions From Scope of Agreement**

General Manager	Director of Catering (99)
Administrative Assistant (97)	Director of Conference Services (99)
Director of Operations (97)	Catering Manager (97)
Secretary to Director of Operations (97)	Director of Banquets (99)
Director, Human Resources	Banquet Manager
Assistant Director, Human Resources Manager (02)	Assistant Banquet Manager (99)
Employee Relations Officer (99)	Outlets Manager (02)
Learning Coach (99)	Tea Manager
Human Resource Assistant (99)	Beverage Manager
Human Resource Advisor (02)	Empress Room Manager
Human Resources Co-ordinator (97)	Room Service Manager (99)
Safety and Security Manager (99)	Assistant Outlet Manager (99)
Director of Rooms (99)	Executive Chef
Front Office Manager	Executive Sous-Chef
Assistant Front Office Manager (02)	Sous-Chef
Guest Services Manager (99)	Pastry Chef
Revenue Manager (99)	Chief Steward
Reservation Manager	Comptroller
Reservations Supervisor (99)	Assistant Comptroller
Reception Manager (02)	Comptrollers Secretary
Chef Concierge – Fairmont Gold (97)	Accountant (99)
Assistant Manager – Fairmont Gold Concierge (97)	Credit Manager
Executive Housekeeper	Night Manager
Housekeeping Manager (02)	Assistant Accountant
Executive Assistant Housekeeper (93)	Food and Beverage Controller
Health Club Manager	Purchasing Agent
Director of Marketing and Sales	Manager, Information Systems
Senior Sales Manager (02)	Chief Engineer
Sales Manager	Assistant Chief Engineer
Sales Representative	Head Gardener
Public Relations Director (97)	Payroll Administrator (formerly
Food and Beverage Director	Accountants Clerk – Payroll, to be added
Sales Coordinator (formerly Convention & Sales	when current incumbent leaves the
Secretary) (20)	position) (20)
Function Coordinator (20)	



**Schedule "C" - Functions Department Casual Employees (05)**

**1. Seniority**

A casual employee will not be used to cover regular hours that could be scheduled into a regular shift for a period exceeding eight (8) continuous workweeks. A workweek shall be defined as constituting thirty (30) regular hours divided into five (5) days.

Following the period stated above, said position shall then be posted as a regular position and the successful applicant shall then be considered a regular employee entitled to all rights and benefits applicable to the regular employee.

Casual employees do not accumulate seniority and only their date of hire indicates priority for call-in, in their classification.

Casual employees will accrue in-service time for the purpose of bidding for regular positions in Schedule "A" based on one (1) day's service for each eight (8) hours worked.

Should a casual employee be appointed to a posted regular position as per Article 12 of this agreement, said employee will be granted seniority retroactive from the date of the appointment on the basis that forty (40) hours of work is equal to one (1) week of seniority. Provided they have completed sixty (60) service assignments, casual employees shall not undergo a probationary period as stated in Article 12.

**2. Vacations and Statutory holidays**

Casual employees shall be paid in accordance with the provisions of the British Columbia Employment Standards Act when calculating Vacation and Statutory holiday pay and shall be paid out on each corresponding pay period.

**3. Hours of service**

Four (4) consecutive hours, exclusive of a meal period, shall constitute a function, i.e. breakfast, lunch or dinner shift. Employees requesting shorter shifts shall be required to sign out and will be paid only for hours worked.

**4. Overtime**

Casual employees shall be paid for authorized overtime on the actual minute basis as one and one-half (1 ½) times the hourly base rate of pay for the first hour of overtime so worked. Overtime in excess of one (1) hour shall be paid for on the actual minute basis of two (2) times the hourly base rate of pay.

**5. Rates of pay**

The provisions contained in Schedule "A" shall apply during the term of Schedule "C", except that Article 13.3 will apply to casual employees.

**6. Management Rights, Union Rights, and Grievance Procedure**

Management rights, Union rights, and the grievance procedure shall be as defined previously in the Collective Agreement.

**7. Probationary period**

The probationary period for a new employee shall be up to sixty (60) service assignments. In accordance with present practice, work on any one day shall constitute an assignment.

**8. Number of casual employees and availability**

(05) Both parties agree that although the basis of casual employees of the current Collective Agreement is that they be used on an ad-hoc basis, there exists the necessity to maintain some control over the amount of casual employees within the Hotel.

(20) A casual employee will submit an availability sheet for the first (1<sup>st</sup>) day of each calendar month. Casual employees hired after March 1<sup>st</sup>, 2020 must be available to work at least two (2) days per week, subject to the demands of service. Casual employees hired before March 1<sup>st</sup>, 2020 must be available to work at least one (1) day per week, subject to the demands of service. If the casual employee does not offer this availability or does not work in a six (6) month period, their file will be closed and deemed terminated at that time. For casual employees attending school, this weekly availability will be waived, at the employee's request, for the exam period only. Said employees may be required to provide exam schedules as documentation.

**Letter of Understanding # 1**

(2005)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: BARGAINING UNIT CLASSIFICATIONS

During bargaining both parties agreed to clean up schedule "A" by removing redundant classifications/departments. It is agreed that should the following classifications/department be re-instated by the Company, they shall be included in the bargaining unit.

- Health Club Department
- Laundry Houseperson
- Assistant Pastry Chef

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

---

Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

---

Patty Ross  
Vice President  
Unifor Local 4276

---

Alex Thorne  
Director, Operations  
Fairmont Empress Hotel

---

Paul Brisson  
Bargaining Committee Member  
Unifor Local 4276

---

Lindsie Thomson  
Managing Partner  
Harris & Company LLP

---

Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

---

Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

---

Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 2**

(2005)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: NIGHT BELL PERSON

It is agreed that the position of Night Bell Person (Department – Guest Services) working the night shift shall be a red circle position and that the incumbent shall not be displaced.

Furthermore, should the position become vacant and the Company intends to fill said position, it shall be done in accordance with the provisions contained in Article 12.

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

---

Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

---

Patty Ross  
Vice President  
Unifor Local 4276

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Alex Thorne  
Director, Operations  
Fairmont Empress Hotel

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Paul Brisson  
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Unifor Local 4276

Lindsie Thomson  
Managing Partner  
Harris & Company LLP

Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 3**

(2002)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: MODIFICATION TO CLAUSE 3.10

This letter of agreement is to confirm our discussions concerning the removal of the second paragraph of clause 3.10 during bargaining in 2002. It is agreed that this will not prevent certain excluded positions from continuing work that may overlap the duties of a bargaining unit position and that are recognized as common practices in the hotel industry in general.

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

---

Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

---

Patty Ross  
Vice President  
Unifor Local 4276

---

Alex Thorne  
Director, Operations  
Fairmont Empress Hotel

---

Paul Brisson  
Bargaining Committee Member  
Unifor Local 4276

Lindsie Thomson  
Managing Partner  
Harris & Company LLP

Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

Mario Santos  
National Representative  
Unifor



**Letter of Understanding # 4**

(2005) (& Amended 2013, 2020)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: PAM SUNDHER

The Company has concluded that the Experience Activity Coordinator classification will not be required.

This position is occupied by Ms. Sundher under job security, and the parties agree, subject to ratification by the membership, that Ms. Sundher will have her classification re-named to Resort Reservations III, Group I, in the interest of continued job security.

This position will cease and be removed from the Schedule A classification list, as Ms. Sundher permanently vacates her position.

The pay rate for this classification will be red-circled at \$17.45, until this pay rate matches that of Resort Reservations II.

From that point on, all future adjustments will match those of Resort Reservations II. As the duties associated with dining reservations belong to the Resort Reservations II classification, these tasks will be shared in the everyday operation, however, there will be no new incumbents in the position of Resort Reservations III.

Thus, the parties agree that should the position be temporarily vacated, Articles 4 and 12 and clause 9.20 will not apply, nor will the position of Resort Reservations III be effected by the application of clauses 11.7 and 11.8.

Additional volumes in work and temporary vacancies will apply to the Resort Reservations II classification.

When the incumbent as set out in this LOU leaves her position, it is agreed that work currently being performed will be transferred into another classification within the bargaining unit.

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

---

Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

---

Patty Ross  
Vice President  
Unifor Local 4276

---

Alex Thorne  
Director, Operations  
Fairmont Empress Hotel

---

Paul Brisson  
Bargaining Committee Member  
Unifor Local 4276

---

Lindsie Thomson  
Managing Partner  
Harris & Company LLP

---

Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

---

Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

---

Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 5**

(2010)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: OUTSIDE CATERING

(16) The parties agree to ensure the success of the hotels' new outside catering venture. As this will involve varying locations, size and appearance the staffing levels and requirements will also be variable.

A Committee will be established with equal representation from the Union and the Employer in order to consider how such catering functions shall be operated and serviced. Because of the nature of this new venture, efficiency and cost effectiveness shall be paramount in the designing of this new service.

- It is the Company's intention to capture new business through this venture.
- Every effort will be made to utilize bargaining unit staff, although there may be some requirements for non-bargaining staffing in order to meet conveners' needs and expectations.
- The Unit Chairperson or his/her designate shall be advised of these circumstances at least seventy-two (72) hours in advance of the event, whenever possible.
- The Union shall have the ability to grieve in circumstances where a failure to use a bargaining unit member was available and was able to provide the service as required by the customer.
- The Employer will be able to demonstrate to the Union that the bargaining unit member could not have provided the service in order to satisfy the customer, although in all such cases, both parties agree to the principle of "work now grieve later".
- There may be circumstances where bargaining unit members normal duties are overlapped or modified to accommodate the customers' needs and shall be agreed to by the joint committee.
- It is not the intention to relocate current business to outside venues or contract out contrary to the Collective Agreement.

This agreement will be implemented on a go forward basis and will be reviewed as

required.

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

---

Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

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Bargaining Committee Member  
Unifor Local 4276

---

Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

---

Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 6**

(2013)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: SECURITY DEPARTMENT SCHEDULING

The parties agree that the Security Department shall implement a working schedule for members of the bargaining unit pursuant to the following:

1. That each regular employee of the department shall be scheduled on a twelve (12) hour shift rotation basis.

Whenever possible, restricted and on-call employees will also be scheduled on a twelve (12) hour shift rotation and the provisions of this LOU will be in effect.

The parties understand however, that instances may arise where this is not possible.

If a regular schedule [eight (8) hours or less] is worked, the provisions of the Collective Agreement will apply.

2. That the twelve (12) hour shift rotation shall be based on a schedule that is the same or similar to the attached appendix.

The parties understand that instances may arise which may require the need to deviate from the attached example schedule.

This will be permitted provided there is advance notice given and local agreement.

3. That during the course of each shift, each employee shall be entitled to two (2) paid fifteen (15) minute rest periods.

- The first rest period shall occur in the mid portion of the first half of the shift.
- The second rest period shall occur in the mid portion of the last half of the shift.

- That during the course of each shift, each employee shall be entitled to two (2) paid thirty (30) minute meal periods, the first occurring in the mid portion of the first half of the shift and the second occurring in the mid portion of the last half of the shift.
4. Overtime rates shall be paid pursuant to the following:
    - Any work performed either before or after the scheduled hours of work shall be paid at double time.
    - Any work performed on an employee's scheduled day off shall be paid at double time.
  5. The parties understand that this may result in a net loss of up to four (4) hours on average in any month and that net loss of hours shall not be the subject of a grievance.
  6. Days taken off as Annual Vacation days as set out in Article 6.2 shall be taken at the rate of eight (8) hours per day to the maximum number of days that each employee is entitled to.
  7. Statutory Holidays shall be paid as follows:
    - Employees who are off on the Statutory Holiday shall receive eight (8) hours as per Article 5.1
    - Employees who work the Statutory Holiday shall be paid one and one half (1½) times their hourly base rate of pay for all time worked up to twelve (12) hours and double (2) time for all hours worked thereafter.
  8. The parties agree that this twelve (12) hour shift rotation shall be done on a without prejudice basis.

Either party may serve sixty (60) days written notice to cease the operation of this LOU and all provisions of the Collective Agreement shall revert to their previous operation and application.

9. This LOU is subject to the ratification by the principle of each party. Ratification shall be communicated in writing to the other party.

This Agreement will be implemented on a go forward basis and will be reviewed as required.

**Explanations for Statutory Holidays and Annual Vacations**

### **Statutory Holidays**

There are twelve (12) Statutory Holidays (Stat Days) spelled out in the Collective Agreement and a 5 x 8 day pattern worker is eligible to receive twelve (12) Stat Days at eight (8) hours each totaling ninety six (96) hours for the year.

Therefore, at the end of every year, a regular worker would have been entitled to twelve (12) Stat Days at eight (8) hours each.

If a 4 x 12 hour pattern worker were to receive their Stat Days at twelve (12) hours instead of 8 hours, that would mean that at the end of the same year, a 4 x 12 pattern worker would receive twelve (12) hours pay for the same twelve (12) Stat Days and at the end of the year.

Twelve (12) Stat Days paid at 12 hours would net the 4 x 12 hour pattern worker one hundred and forty-four (144) hours for the same number of Stat Days.

This means that depending on where the Stat Day falls during the work week for a 4 x 12 hour pattern worker, he/she may see a small reduction in the total number of hours for that pay period.

This will not result in a net loss in pay over the year because of the rotational nature of the scheduling in the Security Department.

The total amount of eligible hours will not exceed 96 hours for the year.

### **Annual Vacation Days**

The same theory applies to vacation days. Vacation day increments were negotiated based on a 5 x 8 hour shift pattern. That is why the increments go up by five (5) days at a time as set out in Article 6.2.

Therefore, when vacation days are taken, it is usually in blocks of five (5) days. Because of that, when a 4 x 12 hour pattern worker schedules his/her vacation days, they are paid out in 8 hour blocks for the days that are taken.

Because a 4 x 12 hour pattern worker receives more days off in a year than a 5 x 8 hour pattern worker, depending on what days are being taken as vacation days in relation to the days off that the Employee has in a particular week, his/her pay may see a small reduction in a pay period where vacation days are taken.

This is because at the end of any year, an Employee's entitlement is based on years' service pursuant to the grid as set out in Article 6.2 and based on that grid, it works out

an average of forty (40) hours of Annual Vacation Pay for each week [five (5) day work week] taken.

Therefore, depending on a 4 x 12 hour pattern worker's days off either prior to or immediately after vacation days are taken, he/she may see a small increase or reduction in pay based on the five (5) day Vacation Day payout.

		FRI	SAT	SUN	MON	TUE	WED	THU		
<b>WK 1</b>	<b>DAY</b>	A	A	B	B	B	B	A	A=36	B=48
	<b>NIGHT</b>	C	C	D	D	D	<b>RESTR</b>	C	C=36	D=36
<b>WK 2</b>	<b>DAY</b>	A	A	A	B	B	B	<b>RESTR</b>	A=36	B=36
	<b>NIGHT</b>	C	C	C	D	D	D	D	C=36	D=48
<b>WK 3</b>	<b>DAY</b>	A	A	A	A	B	B	B	A=48	B=36
	<b>NIGHT</b>	C	C	C	<b>RESTR</b>	D	D	D	C=36	D=36
<b>WK 4</b>	<b>DAY</b>	B	<b>RESTR</b>	A	A	A	B	B	A=36	B=36
	<b>NIGHT</b>	D	C	C	C	C	D	D	C=48	D=36
<b>WK 5</b>	<b>DAY</b>	B	B	A	A	A	A	B	A=48	B=36
	<b>NIGHT</b>	D	D	C	C	C	<b>RESTR</b>	D	C=36	C=36
<b>WK 6</b>	<b>DAY</b>	B	B	B	A	A	A	<b>RESTR</b>	A=36	B=36
	<b>NIGHT</b>	D	D	D	C	C	C	C	C=48	D=36
<b>WK 7</b>	<b>DAY</b>	B	B	B	B	A	A	A	A=36	B=48
	<b>NIGHT</b>	D	D	D	<b>RESTR</b>	C	C	C	C=36	D=36
<b>WK 8</b>	<b>DAY</b>	A	<b>RESTR</b>	B	B	B	A	A	A=36	B=36
	<b>NIGHT</b>	C	D	D	D	D	C	C	C=36	D=48



Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

\_\_\_\_\_  
Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

\_\_\_\_\_  
James Griffin  
President  
Unifor Local 4276

\_\_\_\_\_  
Jessica Pearce  
Director, Food & Beverage  
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\_\_\_\_\_  
Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

\_\_\_\_\_  
Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

\_\_\_\_\_  
Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 7**  
(2016)

*Between:*

**The Fairmont Empress**

*And:*

**Unifor Local 4276**

RE: BUILDING MAINTENANCE ENGINEERS SCHEDULING

The parties agree that the working schedule for the classification of Building Maintenance Engineer shall be implemented pursuant to the following:

1. That each regular employee of the department shall be scheduled on a twelve (12) hour shift rotation basis with forty-four (44) hours worked one (1) week and thirty-six (36) hours worked the next week.

It is understood that this rotation will involve working three (3) twelve (12) hour shifts and one (1) eight (8) hour shift the first week and three (3) twelve (12) hour shifts the next week.

Whenever possible, restricted and on-call employees will also be scheduled on a twelve (12) hour shift rotation and the provisions of this LOU will be in effect.

The parties understand however, that instances may arise where this is not possible.

If a regular schedule [eight (8) hours or less] is worked, the provisions of the Collective Agreement will apply.

2. That the twelve (12) hour shift rotation shall be based on a schedule that is the same or similar to the attached appendix.

The parties understand that instances may arise which may require the need to deviate from the attached example schedule. This will be permitted provided there is advance notice given and local agreement.

3. That during the course of each shift, each employee shall be entitled to two (2) paid fifteen (15) minute rest periods.
  - The first rest period shall occur in the mid portion of the first half of the shift.

- The second rest period shall occur in the mid portion of the last half of the shift.
4. That during the course of each twelve (12) hour shift, each employee shall be entitled to two (2) paid thirty (30) minute meal periods, the first occurring in the mid portion of the first half of the shift and the second occurring in the mid portion of the last half of the shift.

During the course of the eight (8) hour shift, the employee shall be entitled to one (1) paid thirty (30) minute meal period.

5. Overtime rates shall be paid pursuant to the following:
- For the eight (8) hour shift, work performed either before or after the scheduled hours of work shall be paid at one and one-half (1 ½) times the hourly base rate of pay for the first hour of overtime and two (2) times the hourly base rate of pay for hours worked in excess of one (1) hour.
  - For the twelve (12) hour shift, work performed either before or after the scheduled hours of work shall be paid at double time.
  - Any work performed on an employee's scheduled day off shall be paid at double time (2x).
6. The parties understand that this shift rotation schedule may result in a net loss of hours and that shall not be the subject of a grievance.
7. Days taken off as Annual Vacation days as set out in Article 6.2 shall be taken at the rate of eight (8) hours per day to the maximum number of days that each employee is entitled to.
8. Statutory Holidays shall be paid as follows:
- Employees who are off on the Statutory Holiday shall receive eight (8) hours as per Article 5.1
  - Employees who work the twelve (12) hour shift on the Statutory Holiday shall be paid one and one half (1½) times their hourly base rate of pay for all time worked up to twelve (12) hours and double (2) time for all hours worked thereafter.

- Employees who work the eight (8) hour shift on the Statutory Holiday shall be paid one and one half (1½) times their hourly base rate of pay for all time worked up to eight (8) hours and double (2) time for all hours worked thereafter.
9. The parties agree that this twelve (12) hour shift rotation shall be done on a without prejudice basis.
- Either party may serve sixty (60) days written notice to cease the operation of this LOU and all provisions of the Collective Agreement shall revert to their previous operation and application.
10. This LOU is subject to the ratification by the principle of each party. Ratification shall be communicated in writing to the other party.

This agreement will be implemented on a go forward basis and will be reviewed as required.

### **Explanations for Statutory Holidays and Annual Vacations**

#### **Statutory Holidays**

There are twelve (12) Statutory Holidays (Stat Days) defined in the Collective Agreement and a 5 x 8 day pattern worker is eligible to receive twelve (12) Stat Days at eight (8) hours each totaling ninety-six (96) hours for the year.

Therefore, at the end of every year, a regular worker would have been entitled to twelve (12) Stat Days at eight (8) hours each.

If a 4 x 12 hour pattern worker were to receive their Stat Days at twelve (12) hours instead of eight (8) hours, that would mean that at the end of the same year, a 4 x 12 pattern worker would receive twelve (12) hours pay for the same twelve (12) Stat Days and at the end of the year.

Twelve (12) Stat Days paid at twelve (12) hours would net the 4 x 12 hour pattern worker one hundred and forty-four (144) hours for the same number of Stat Days.

This means that depending on where the Stat Day falls during the work week for a 4 x 12 hour pattern worker, he/she may see a small reduction in the total number of hours for that pay period.

This will not result in a net loss in pay over the year because of the rotational nature of the scheduling in the Maintenance Department.

The total amount of eligible hours will not exceed 96 hours for the year.

Annual Vacation Days

The same theory applies to vacation days. Vacation day increments were negotiated based on a 5 x 8 hour shift pattern.

That is why the increments go up by five (5) days at a time as set out in Article 6.2.

Therefore, when vacation days are taken, it is usually in blocks of five (5) days.

Because of that, when a 4 x 12 hour pattern worker schedules his/her vacation days, they are paid out in 8 hour blocks for the days that are taken.

Because a 4 x 12 hour pattern worker receives more days off in a year than a 5 x 8 hour pattern worker, depending on what days are being taken as vacation days in relation to the days off that the Employee has in a particular week, his/her pay may see a small reduction in a pay period where vacation days are taken.

This is because at the end of any year, an Employee's entitlement is based on years' service pursuant to the grid as set out in Article 6.2 and based on that grid, it works out an average of forty (40) hours of Annual Vacation Pay for each week [five (5) day work week] taken.

Therefore, depending on a 4 x 12 hour pattern worker's days off either prior to or immediately after vacation days are taken, he/she may see a small increase or reduction in pay based on the five (5) day Vacation Day payout.

<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>	
D 8 hrs	D	OFF	OFF	OFF	N	N	44 hrs
OFF	OFF	D	D	D	OFF	OFF	36 hrs
N 8 hrs	N	OFF	OFF	OFF	D	D	44 hrs
OFF	OFF	N	N	N	OFF	OFF	36 hrs

**Amendment to Building Maintenance Engineers Schedule**

(16) In February 2016, meetings were held to discuss a newly proposed shift schedule. The following is an amended Letter of Understanding that was signed off February 4, 2016 and represents the schedule currently in use at the time of signing of this Collective Agreement:

The parties have met and discussed proposed changes to the current schedule.

Pursuant to Part 2 of Letter of Understanding #7 (Building Maintenance Engineers Scheduling) the Building Maintenance Engineers have proposed and requested a new shift rotation schedule as documented on the following pages.

It is agreed that:

- The shift engineers will work twelve (12) hour shifts in a combination of thirty-six (36) and forty-eight (48) hour work weeks. Over the eight (8) week rotation, they will average thirty-nine (39) hours per week.
- The day engineers will work a forty (40) hour weekly schedule of either one (1) twelve (12) hour shift, three (3) eight (8) hour shifts, and one (1) four (4) hour shift or five (5), eight (8) hour shifts.
- In the event that there are scheduling challenges, the day engineers may be required to work some of the twelve (12) hour shifts to ensure there is necessary coverage. The shift engineers will make all reasonable efforts to ensure that the day engineers do not work night shifts.
- In order to transition to this new schedule, some engineers may need to work in excess of the shifts normally scheduled for the week and agree that this work will be performed at straight time. Other employees may initially work fewer hours in order to transition to the new schedule.
- As this is an employee initiated request, if the schedule reverts back to the rotation currently set out in LOU #7, overtime will not be incurred by the Employer in order to effect this reversion. It is also understood that other employees may initially work fewer hours in order to revert back to the previous schedule.
- All other provisions contained within current LOU #7 will remain in effect.

The parties agree that this amended shift rotation schedule shall be done on a without prejudice basis.

Any issues that arise as a result of this new schedule will be discussed in a timely fashion. Either party may serve thirty (30) days written notice to cease the operation of this amended shift schedule and all provisions of LOU #7 shall revert to their previous operation and application.

Employee	Weeks	Hours	Average / Week
Shift 1	8	312	39
Shift 2	8	312	39
Shift 3	8	312	39
Shift 4	8	312	39
Day Engineer	8	320	40
Day Engineer	8	320	40

Week 1	M	T	W	R	F	S	S	Hours
Shift 1	OFF	D	N	N	OFF	OFF	OFF	36
Shift 2	OFF	OFF	OFF	OFF	D	D	N	36
Shift 3	OFF	OFF	D	D	N	N	OFF	48
Shift 4	N	N	OFF	OFF	OFF	OFF	D	36
Day Engineer	8	8	8	8	8	OFF	OFF	40
Day Engineer	D	8	8	8	4	OFF	OFF	40

Week 2	M	T	W	R	F	S	S	Hours
Shift 1	OFF	D	D	N	N	OFF	OFF	48
Shift 2	N	OFF	OFF	OFF	OFF	D	D	36
Shift 3	OFF	OFF	OFF	OFF	D	N	N	36
Shift 4	D	N	N	OFF	OFF	OFF	OFF	36
Day Engineer	8	8	8	D	4	OFF	OFF	40
Day Engineer	8	8	8	8	8	OFF	OFF	40

Week 3	M	T	W	R	F	S	S	Hours
Shift 1	OFF	OFF	D	D	N	N	OFF	48
Shift 2	N	N	OFF	OFF	OFF	OFF	D	36
Shift 3	OFF	OFF	OFF	OFF	D	D	N	36
Shift 4	OFF	D	N	N	OFF	OFF	OFF	36
Day Engineer	8	8	8	8	8	OFF	OFF	40
Day Engineer	D	8	8	8	4	OFF	OFF	40

Week 4	M	T	W	R	F	S	S	Hours
Shift 1	OFF	OFF	OFF	OFF	D	N	N	36
Shift 2	D	N	N	OFF	OFF	OFF	OFF	36
Shift 3	N	OFF	OFF	OFF	OFF	D	D	36
Shift 4	OFF	D	D	N	N	OFF	OFF	48
Day Engineer	8	8	8	D	4	OFF	OFF	40
Day Engineer	8	8	8	8	8	OFF	OFF	40

Week 5	M	T	W	R	F	S	S	Hours
Shift 1	OFF	OFF	OFF	OFF	D	D	N	36
Shift 2	OFF	D	N	N	OFF	OFF	OFF	36
Shift 3	N	N	OFF	OFF	OFF	OFF	D	36
Shift 4	OFF	OFF	D	D	N	N	OFF	48
Day Engineer	8	8	8	8	8	OFF	OFF	40
Day Engineer	D	8	8	8	4	OFF	OFF	40

Week 6	M	T	W	R	F	S	S	Hours
Shift 1	N	OFF	OFF	OFF	OFF	D	D	36
Shift 2	OFF	D	D	N	N	OFF	OFF	48
Shift 3	D	N	N	OFF	OFF	OFF	OFF	36
Shift 4	OFF	OFF	OFF	OFF	D	N	N	36
Day Engineer	8	8	8	D	4	OFF	OFF	40
Day Engineer	8	8	8	8	8	OFF	OFF	40

Week 7	M	T	W	R	F	S	S	Hours
Shift 1	N	N	OFF	OFF	OFF	OFF	D	36
Shift 2	OFF	OFF	D	D	N	N	OFF	48
Shift 3	OFF	D	N	N	OFF	OFF	OFF	36
Shift 4	OFF	OFF	OFF	OFF	D	D	N	36
Day Engineer	8	8	8	8	8	OFF	OFF	40
Day Engineer	D	8	8	8	4	OFF	OFF	40

Week 8	M	T	W	R	F	S	S	Hours
Shift 1	D	N	N	OFF	OFF	OFF	OFF	36
Shift 2	OFF	OFF	OFF	OFF	D	N	N	36
Shift 3	OFF	D	D	N	N	OFF	OFF	48
Shift 4	N	OFF	OFF	OFF	OFF	D	D	36
Day Engineer	8	8	8	D	4	OFF	OFF	40
Day Engineer	8	8	8	8	8	OFF	OFF	40



Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

\_\_\_\_\_  
Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

\_\_\_\_\_  
James Griffin  
President  
Unifor Local 4276

\_\_\_\_\_  
Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

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Director, Operations  
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Managing Partner  
Harris & Company LLP

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Bargaining Committee Member  
Unifor Local 4276

\_\_\_\_\_  
Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

\_\_\_\_\_  
Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 8**

(2016)

*Between:*

**The Fairmont Empress Hotel**

*And:*

**Unifor Local 4276**

RE: BANQUET SERVERS WORKING IN Q AT THE EMPRESS

During the course of 2016 negotiations, The Union and the Company agreed to establish a process for Banquet servers to work in Q at the Empress (Q). For temporary positions that are posted, Banquet servers not having the required qualifications will be permitted to apply provided the following criteria are met:

1. They will not be released from Banquets to work in Q until it is operationally feasible to do so. As such, Banquet servers may not be able to move into their temporary position in Q until July. If the Banquet server has days of no work in Banquets, they may avail themselves of the provisions of article 9.20 and work on those days in Q before moving into that position on a temporary basis. The Banquet server will complete their temporary position and return to Banquets when operationally required to do so. This will likely take place in September.
2. The notion of departmental seniority will apply. Banquet servers will be scheduled after all other regular employees in Q, but they will maintain their seniority ranking amongst other Banquet servers also working in Q in temporary positions. For example, if there are 40 employees in Q and 5 employees from Banquets accept a temporary position, they will be scheduled in rank order 41-45, in order of their Banquet/hotel seniority. The Banquet servers will be scheduled before temporary new hires in Q.
3. The Banquet server will receive the same training as a new employee who has been hired. The provisions of Article 12.5 regarding the trial period will be in effect.
4. Banquet employees availing themselves of this LOU will not be permitted to exercise their right to bump into Q at any time.
5. This LOU only contemplates those employees who do not meet the current minimum qualifications for serving in Q.
6. The parties agree to meet in a timely fashion to discuss any issues arising from the application of this LOU.

7. The parties agree that this LOU will be in effect for the term of this Collective Agreement.

Signed in the City of Victoria in the Province of British Columbia, this day of , 2020.

For the Employer:

For the Union:

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Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

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Lindsie Thomson  
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Bargaining Committee Member  
Unifor Local 4276

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Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

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Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 9**

(2016)

*Between:*

**The Fairmont Empress Hotel**

*And:*

**Unifor Local 4276**

RE: KITCHEN STANDARDS

During the 2016 negotiations, the majority of language in Letter of Understanding #9 Re: Kitchen Standards was moved into Article 27 with the following exception:

It is understood and agreed that current employees Craig Legacy and Soso Wong will continue to perform opening and closing duties.

Signed in the City of Victoria in the Province of British Columbia, this day of , 2020.

For the Employer:

For the Union:

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Jillian den Otter-Minter  
Assistant Director, Human Resources  
Fairmont Empress Hotel

---

James Griffin  
President  
Unifor Local 4276

---

Jessica Pearce  
Director, Food & Beverage  
Fairmont Empress Hotel

---

Patty Ross  
Vice President  
Unifor Local 4276

---

Alex Thorne  
Director, Operations  
Fairmont Empress Hotel

---

Paul Brisson  
Bargaining Committee Member  
Unifor Local 4276

Lindsie Thomson  
Managing Partner  
Harris & Company LLP

Jay Dupuis  
Bargaining Committee Member  
Unifor Local 4276

Tracy McLellan  
Bargaining Committee Member  
Unifor Local 4276

Mario Santos  
National Representative  
Unifor

**Letter of Understanding # 10**

(2020)

*Between:*

**The Fairmont Empress Hotel**

*And:*

**Unifor Local 4276**

RE: UNION OFFICE

The Company and the Union will engage in a good faith review of space in its “heart of house” to determine whether any space can be converted into a modestly sized Union office.

Signed in the City of Victoria in the Province of British Columbia, this    day of    , 2020.

For the Employer:

For the Union:

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Fairmont Empress Hotel

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