

**THE FAIRMONT WINNIPEG**

FROM: February 1, 2024

TO: January 31, 2025

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# THE FAIRMONT WINNIPEG

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**EXP. DATE: January 31, 2025**

BETWEEN:

**THE FAIRMONT WINNIPEG**, as Agent for the Employer, **LOMBARD HOSPITALITY INC.**, hereinafter referred to as the "Employer"

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

**Whereas the Employer and the Union desire to cooperate in establishing and maintaining conditions which are set forth in this agreement with a view to promoting a harmonious relationship between the employer and the employees covered by this agreement, to provide methods for a fair and amicable adjustment of disputes which may arise between them and to promote an efficient operation;**

**NOW THEREFORE THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:**

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees working at The Fairmont Winnipeg, in the City of Winnipeg, in the Province of Manitoba, save and except the Administrative/Clerical persons employed in the Sales/Marketing and Catering departments, those persons employed in the Engineering/Maintenance, Accounting and **Talent & Culture** departments, Security staff, Supervisors, Managers, those above the rank of Supervisor and/or Manager and those excluded by the Act.

1.02 The Employer agrees not to increase the number of Assistant Banquet Managers excluded from the bargaining unit beyond six (6) except for legitimate business reasons. When doing so, the Employer shall inform the Union.

1.03 The Employer shall provide the Union with a list containing the current names, social insurance numbers, classifications and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union. The Union agrees that it will not make such request more often than once in a calendar year.

1.04 The parties recognize that employees of the Employer in supervisory positions, or above the rank of Supervisor, may (when the situation so requires) help employees covered by this collective agreement in order to maintain the quality of service to customers, and in this case may also perform work currently done by current employees of the bargaining unit. Such work must not, however, cause the elimination of any position now covered in the collective agreement.

When an employee calls in sick or does not report for work, and should the work required to be performed be for a period of four (4) hours or more, the Employer agrees to contact a qualified employee from the Department that has not worked forty (40) regular hours in the week to replace said employee. It is agreed that the contacted employee must report to work as required by the Employer, furthermore, the provision of sub-article 6.04 (a) will not apply.

Notwithstanding the foregoing, an employee of the Employer working in a position not covered by the collective agreement, may continue work presently being performed but shall not assume additional duties if this would cause the elimination of a position now covered in the collective agreement.

## **ARTICLE 2**      **DEFINITIONS**

2.01 "Full-time employee" means an employee working in a position covered in the bargaining unit as indicated in Article 1.01, and who has been classified as a full time employee and who is normally available to work up to and including forty (40) regular hours per week, except due to illness, injury, or authorized leave of absence. Except as otherwise provided in this clause, a full time employee who becomes unavailable to work up to and including forty (40) hours per week shall revert to part time as of the date **they** become unavailable to work such hours.

2.02 (a) "Part-time employee" means an employee working in a position covered in the bargaining unit as indicated in Article 1.01, who has been classified as a part time employee and who is normally scheduled to work less than forty (40) hours per week. For the purpose of greater clarity, an employee shall only move from part time to full time status where **they have** been the successful applicant for a full-time position, or

(b) A part-time employee occupying a position covered by the bargaining unit may, not more than twice in any calendar year, request in writing to have **their** employee status verified. After

verification, should said employee have averaged thirty-six (36) regular hours of work or paid per week over a twenty-six (26) consecutive week period within the same classification within the same department, excluding relief for leave of absence, vacation and sickness, **they** shall then be classified as a full-time employee and will then be eligible for all full-time benefits.

2.03 "Casual employee" means an employee who may be called in on an irregular basis to work in the hotel. Casual employees shall not be covered by the terms of the collective bargaining agreement. The Employer shall not schedule casual employees where part time or full time employees in the affected classifications are available to work such hours. No casual employee will have more hours in one week than the most junior unrestricted part time employee, unless the unrestricted part time employee has made a request for additional time off during that week.

2.04 Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

2.05 Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

2.06 A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

2.07 A Union Representative shall be a person who is employed by the Union.

### **ARTICLE 3 UNION SHOP**

3.01 All employees covered by this Agreement who are members of the Union, shall remain members of the Union in good standing during the duration of this Agreement. All newly hired or rehired employees who are not members of the Union shall make application for membership within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days and remain members in good standing during the duration of this Agreement.

### **ARTICLE 4 DEDUCTION OF UNION DUES**

4.01 The Employer shall deduct from the wages of each employee, such Union dues as are authorized by the Union. The Employer shall also deduct from newly hired or rehired employees such initiation fees and assessments as are specifically authorized by affected employees. Monies deducted during any four-calendar-week



period shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four-calendar week period and shall be accompanied by an electronic statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the foregoing payment, with the name change of employees who have changed their name on the Employer's record.

4.02 The Union shall provide the Employer with a minimum of three (3) weeks' prior written notice of any change in the amount of Union dues that are to be deducted from employees.

4.03 The Union shall indemnify and save the Employer harmless from any and all claims for amounts of monies deducted from the employees' pay and remitted to the Union under the terms of this article.

4.04 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

4.05 The Employer shall provide each new employee and rehired employee, at the time of the employment, with a form letter supplied by the Union, outlining to the employee **their** responsibility in regard to the payment of the Union dues and initiation fees.

4.06 The Employer shall forward Exhibit One, sample attached to this Agreement, duly completed by the employee, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

4.07 The Employer agrees to provide the Union, once a month, with a list containing the names and social insurance numbers of all employees in Excel format who have terminated their employment during the previous month, and those hired or rehired during this same period.

## **ARTICLE 5 PROBATIONARY PERIOD**

5.01 Any employee who is hired by the Employer shall be on probation until they have worked within the bargaining unit a total of sixty (60) full or partial days actually worked since their date of last hire. The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement.

Any days worked as a casual employee will count towards the probationary period if that employee moves into a full-time classification.

## **ARTICLE 6                    HOURS OF WORK**

### **6.01                            Work Week/Full-Time Employees**

The basic work week for full-time employees shall be up to forty (40) hours per week, and up to eight (8) hours per day exclusive of the meal period.

This provision is not to be interpreted as a weekly or daily guarantee of hours and/or of days of work. Full time employees will have the opportunity to work forty (40) hours per week before a part time employee is scheduled or called in.

### **6.02                            Consecutive Hours of Work**

Non-consecutive hours may only be assigned in the Banquet Department and the Velvet Glove Restaurant. The Employer agrees to attempt to minimize split shifts in the Banquet Department and the Velvet Glove Restaurant, subject to the exigencies of the Employer's operations. The Employer also agrees that if split shifts are to be worked, it is to be done in reverse order of seniority. Notwithstanding the foregoing, non-consecutive hours may be assigned in other departments if there is mutual agreement between the employee concerned and the Employer, or if such assignment is required in order to maximize hours of work for any particular employee or group of employees. Furthermore it is agreed that, unless otherwise agreed to between the employee and **their** Department Head, the first part of a split shift shall not be for less than three (3) hours.

### **6.03                            Consecutive Days Off**

The Employer shall endeavour to provide all employees with consecutive days off once every calendar week, unless otherwise mutually agreed to between the Employer and the employee.

#### **Weekends Off**

The Employer shall endeavour to schedule full time employees in a manner that would provide such employees with a weekend off of two consecutive days, once per month, subject to the operational needs of the Employer. Such scheduling shall be done on a rotational basis within the classifications within each department, starting with the most senior full time employee in each such classification.

Once the Employer has met the requirement stated in the above paragraph, subject to the operational needs of the Employer and as long as they are able to maintain a qualified work force, any extra available weekends the following shall apply:

Any extra available weekends off shall, following the scheduling of unrestricted part-time employees and first within their own department where feasible and practicable, the Employer shall endeavour to assign said extra weekends off within the

classification within each department, by seniority, on a rotational basis among full-time employees who have completed a minimum of ten (10) years of service within said classification.

For clarity purposes, weekend rotation on the schedule will be defined as follows:

- If the 1st day of a month falls on a Sunday, that weekend will be considered to be the last weekend in month "A".

- If the 1st day of a month falls on a Saturday, that weekend will be considered to be the first weekend in month "B".

-Employees may opt out of the weekend rotation every three (3) months of each calendar year by advising the Employer of same in writing.

6.04

#### **Work Schedules**

- (a) Departmental weekly work schedules will be prepared based on business requirements and shall be for a period of seven (7) consecutive days starting on a Sunday.

The Employer shall post said weekly work schedule for all employees as soon as they are able to, but not later than Thursday at 2:30 pm and Thursday at 4:00 pm for banquets, of the week prior to the week in which the schedule will be operative. The schedule shall include the starting times that are to be worked by employees in the bargaining unit and will be signed by the Manager doing the original schedule. The schedule may be changed without notice in the event of: emergencies such as a weather related incidents or breakdown of machinery, unexpected changes in anticipated workload, an unscheduled banquet or similar function, or other instances beyond the control of the Employer. When changes are necessary, including the replacement of absent employees, the Employer will make the changes as soon as possible on the schedule so as to provide the maximum amount of notice to employees.

Following its posting, should said work week schedule be changed other than emergencies defined above, the employee affected shall receive two (2) hours' additional pay at the employee's appropriate hourly rate of pay. Proof of unexpected changes in anticipated workload shall be provided to the Shop Steward or Union Representative upon request.

The Shop Steward in each department will be provided with a copy of the schedule.

- (b) Employees may, with the approval of the Employer, voluntarily agree to switch their shift with another employee of the same department. Under such circumstances, no additional compensation as provided for in this agreement shall be applicable to the employees involved. Employees who wish to switch their shift must be able to perform the normal requirements of the shift.
- (c) Employees will use the **electronic software in use at the time (currently Dayforce)** to request any occasional days off. All requests must be received no later than Monday 3:00 pm for the following workweek. Said request book will not be used for vacation time off. The request will be granted on the basis of seniority and are subject to operational requirements. **Requests for occasional days off for the following work week must be approved or denied on Dayforce by the Employer by Thursday at noon.**

6.05

**Sign-In**

- (a) The Employer shall provide a system for employees to record the time they commenced their shift and the time they complete their work.
- (b) The working period shall commence at the time an employee is required to report, and does so report, to **their** department, properly prepared to begin work.
- (c) Employees shall scan in and out when they arrive and leave their department.
- (d) The Employer will notify employees of any changes made to their sign-in sheets before the sheets are forwarded to payroll, unless circumstances prevent them from doing so, in which event they will notify the employees at the earliest opportunity.

6.06

**Security Personnel**

No employee shall be required to physically intervene in resolving public disturbances or security concerns but are required to immediately inform senior management / security personnel of any disturbance that they cannot resolve themselves.

6.07

**Velvet Glove and Lounge Service Attendants**

Velvet Glove and Lounge Service Attendants will have the option to work six (6) days per week to maximize hours of work up to forty (40) regular hours. In such instances, employees shall not receive two (2) days off within said week; furthermore, it is agreed that the Employer shall not be required to comply with the weekends off provisions of section 6.03.

It is agreed that once an employee has advised **their** Department Head of **their** preference to work six days per week to maximize hours of work, said preference cannot be changed for a minimum of three (3) calendar months. It is understood that on exercising this preference employees will also be opting out of the weekend rotation

Employees will be required to complete the appropriate form expressing their preference to maximize their hours of work.

Employees who agree to maximize their hours shall still be entitled to request occasional days off.

6.08 **Velvet Glove Servers/Lounge Service Attendants/In Room Dining Attendant**

Full-time Velvet Glove Servers, Lounge Service Attendants and In Room Dining Attendants who wish to maximize their hours of work, up to forty (40) regular hours in one week, will have the option of picking up hours in these three (3) classifications on the condition that the employee is trained to do so. In such instances, employees shall not receive two (2) days off within said week and it is agreed that the Employer shall not be required to comply with the provisions of Article 6.03. It is agreed that once an employee has advised **their** Department Head of **their** preference to work six (6) days per week to maximize hours of work, said preference cannot be changed except every three (3) calendar months. It is understood that in exercising this preference employees will also be opting out of their weekend rotation.

**ARTICLE 7 MEAL AND REST PERIODS**

7.01 **Meal Periods**

- (a) a person working five (5) hours or more in a day shall receive one (1) uninterrupted meal period without pay of not less than thirty (30) minutes.
- (b) Meal periods pursuant to clause (a) shall be taken at approximately the mid-point of the employee's work day, unless otherwise mutually agreed to between the Employer and the employee.

Unless agreed to pursuant to the above paragraph, "mid-point of the employee's work day" shall mean not earlier than three (3) hours after the beginning of the shift, nor later than five (5) hours after the beginning of the shift.

Such meal period shall be taken upon authorization from the Head of the Department or **their** supervisor, with due regard given to service demands, but the Department Head will endeavour to provide a meal period prior to the completion of the 5th hour after the beginning of the shift.

Once a meal period has been provided to an employee, it will be the employee's responsibility to take the meal period at the time so assigned, failing which, the Employer will not be required to provide a substitute meal period nor shall **they** assume additional costs.

7.02                    **Rest Periods**

- (a) a person working at least four (4) but less than five (5) hours in a day shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) a person working five (5) hours or more but less than seven (7) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 7.01 above.
- (c) a person working seven (7) hours or more in a day shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 7.01 above. One (1) rest period shall be taken during the first half of said work day and the other rest period shall be taken during the second half of said work day.
- (d) In the event that an employee does not receive their paid rest period, the employee will be able to either leave their shift early and be paid fifteen (15) minutes per rest period or be paid an additional fifteen (15) minutes per missed rest period, to be determined by the employee's supervisor.

7.03                    If an employee is called back to work during **their** meal period, such work shall be paid at **their** hourly rate, and at the first opportunity the employee shall be granted twenty (20) minutes to eat without deduction of pay. It is the responsibility of the employee to advise the person calling them back to work that they are on their meal period, how much time is left in their meal period, if applicable that they have used their meal ticket and not yet finished their meal, and confirm that their return to work and a replacement meal has been authorized. If an Employee brought their own meal to work then a Cantina meal will be provided to them.

7.04                    If it is expected that an employee will work four (4) or more hours of continuous overtime, the employee will be provided with a paid fifteen (15) minute break after the second hour of overtime that is worked.

7.05                    The employer will provide any banquet staff working past 9:00 p.m. to a meal in the cantina. A meal ticket will be required.

## **ARTICLE 8            OVERTIME**

8.01                    All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

Should, for a specific work week, an employee file a grievance or a complaint with the Director of **Talent & Culture**, and following an investigation is awarded additional regular hours, said additional hours will be added in said specific work week for the computation of the weekly overtime and shall be considered as time worked.

8.02                    Every effort will be made to avoid the necessity of overtime; however, when conditions necessitate, employees will perform authorized overtime work as arranged, with preference being given to senior qualified employees within the classification and department. The Employer will advise the employee approximately how many overtime hours they are expected to work. Senior qualified employees within the classification and department may decline such work, provided a less senior qualified employee in the required classification and department is at work and available to perform such work. Unless overtime is being scheduled more than twenty-four (24) hours in advance, assignment will be made from among qualified employees who are at work and available.

In the application of the above stated paragraph, the Employer agrees to endeavour to give employees required to work overtime a minimum of two (2) hours notice, except in the Food and Beverage Departments, said notice shall be given providing the Employer knew at least one hours in advance. For the purpose of greater clarity "Food and Beverage Departments" shall mean Banquets, Culinary, the Lounge at The Fairmont, Stewarding and the Velvet Glove Restaurant.

8.03                    No employee shall perform any overtime work until such time as it has been authorized by management.

## **ARTICLE 9            GENERAL HOLIDAYS**

9.01                    The following days shall be recognized and considered as paid General Holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and any other day or portion of a day designated as a paid holiday by the Provincial Government.

9.02 An employee who works on a General Holiday as designated in Article 9.01 will be paid for all hours worked at one and half times their regular rate of pay for Christmas Day and Good Friday and will, if **they** so qualify pursuant to Article 9.03, be provided with another day off with pay equal as indicated under Article 9.05, by the employee on the General Holiday. Such day off shall be given to the employee within thirty (30) days of the General Holiday unless the Employer and the employee agree on a later date.

Provided that the Employer is able to maintain an adequate and qualified work force, any work or time off on a general holiday shall be offered or granted in order of seniority within a classification, within a department, and then in descending order of seniority.

In the event that such a day off is not allowed within the specified period or the employee has chosen not to activate the provisions of Article 9.07, said employees shall be paid as per the provision of Article 9.05, in lieu thereof, with the period coinciding with the expiration of the period stated herein.

9.03 Notwithstanding Article 9.01, an employee is not eligible or entitled to pay for a general holiday in which **they** do not work where:

- (a) **They have** absented **themselves** from work without the employer's consent either on the regular working day immediately preceding or following the General Holiday, except that an employee shall not be deprived of **their** pay for a general Holiday if by reason of established illness the employee is absent from work on either or both of the days immediately preceding or following the General Holiday; or
- (b) **They** did not report to work after having been scheduled or having accepted a call to work on the day of the General Holiday; except where the employee is dismissed or laid off by **their** Employer, or is ill or injured.
- (c) An employee is not entitled to pay for a General Holiday where **they are** receiving Workers Compensation or disability benefits for the day in question.

9.04 If a General Holiday for which an employee is eligible occurs during an employee's vacation, the employee at **their** discretion, shall take either an extra day's vacation with pay or an extra day's pay. Said employee must make **their** request in advance at the same time as **they are** requesting **their** vacation.



9.05 All employees who are eligible or entitled to pay for a General Holiday shall receive General Holiday pay. General Holiday pay is five percent of an employee's total wages in the four-week period immediately before the holiday. Overtime should not be included in this calculation.

9.06 In order to accommodate a justifiable high holy day in accordance with personal religious beliefs, and without causing undue interference to the operation, a non-Christian employee who qualifies as per the provisions of Article 9.03 may request the following:

- (a) apply to receive a regular paid day off in lieu of the provisions of Article 9.03; or;
- (b) take a paid day off in lieu as per Articles 9.04, 9.05, or 9.07.

Such request must be made in writing to the department head at least three (3) weeks prior to the date honouring the General Holiday listed in Article 9.01.

It is understood and agreed that the above shall not be construed as adding further entitlements to those outlined in Article 9.01.

9.07 Between January 1 and December 31 in a given calendar year an employee will be allowed to bank a maximum of five (5) General Holidays earned as per Article 9.02. Banked General Holidays shall be administered in the following manner:

- (a) An employee who wants to avail **themselves** of the herein stated General Holiday Bank, shall immediately upon becoming entitled to a lieu day advise **their** Department Head in writing of **their** desire to do so.
- (b) Banked General Holidays that exceed the maximum of the Bank shall be assigned by the Employer within thirty (30) days of exceeding the maximum in the Bank, or paid in accordance with the provision stated in Article 9.02.
- (c) An employee may choose to use a bank lieu day to compliment a regular work week up to forty (40) regular hours or to compensate for loss of wages caused by sickness. The accumulated General Holiday Bank may be taken in increments of one half ( $\frac{1}{2}$ ) day or one (1) full day.
- (d) All Banked General Holidays remaining in the Bank at the end of pay period number twenty five (25) will be paid in pay period twenty six (26) unless otherwise requested in writing by an employee. All payouts shall be made no later than the first pay period of April in the following year.

- (e) Scheduled vacation will take precedent over Banked General Holidays.
- (f) In accordance with the application of Article 19.01 - Personal Leave, "Banked General Holidays" will be taken.
- (g) At any time during the current year and following the written request of an employee, the Employer will pay out any "Banked General Holidays".

9.08 Following a mutual agreement between the employee and **their** Department Head, a lieu day may be granted and paid for under the provisions of this Article, thirty (30) calendar days immediately preceding a General Holiday.

It is agreed that, should an employee, after the fact, not be eligible on said General Holiday, the employee will be responsible for reimbursing the Employer on **their** pay cheque following the actual date of said General Holiday.

**ARTICLE 10**      **MINIMUM SHIFT**

10.01 (a) Regular working hours will be scheduled by classification within a department based on seniority and qualifications. The Employer agrees to first give preference to full time employees by scheduling them up to eight (8) hours in a day and up to forty (40) hours in a week, in order of seniority. The Employer will then schedule part time employees for the remaining hours available, in order of seniority. The Employer shall give preference to senior part time employees who do not restrict their availability. The words "in order of seniority" indicated above shall mean seniority in the classification within the department.

(b) **Declaration of Availability**

1. All part-time employees shall fill out a declaration of availability indicating their availability as follows:
  - (i) "available any time" shall be defined as available seven (7) days a week, twenty-four (24) hours a day;
  - (ii) "Restricted" shall be defined as employees specifically indicating the days and times that they are available other than those days specified under point number four (4) stated herein.

2. The Employer cannot schedule restricted employees outside of their availability schedule, unless the employee and the Manager have mutually agreed and both initialled the weekly work schedule posted in the department acknowledging their agreement.
3. Part-time employees who either declare themselves unrestricted, or restricted can change their declaration of availability twice per year – in December effective January and in August effective September. Part time employees may at any time increase their availability and may then decrease their availability but may not go below their last declaration of availability.
4. All part-time employees must be available and unrestricted to work a minimum of three (3) existing shifts per week including Fridays (commencing at 5:00 pm), Saturdays (anytime) and a minimum of two Sundays in a month.
5. Part-time employees who so indicate that they are unrestricted, must continue to remain available without restrictions for the four (4) month period. An employee who is unrestricted and makes an occasional time off request shall not lose their unrestricted status for such a reason.
6. The Declarations of Availability shall be made available to the Shop Steward and Union Representative upon request, for review purposes, and if there is a concern or grievance. In said instance the Union Representative will be given copies of same.

10.02

**Insufficient work**

- (a) Where there is insufficient work within a classification and department on any day, the Employer may release employees in the classification and department in order of reverse seniority and pay those employees for actual time worked with a minimum of three (3) hours for part-time employees in the Banquet Department and a minimum of four (4) hours for all employees covered by this Agreement, unless **they** request to leave early on **their** own accord.
- (b) Employees are to advise the Department Manager or designate at the start of their shift that they wish to be released from their shift early. In cases where more than one employee is requesting to leave early and management decides to allow employee(s) to leave early, shift starting time shall be the governing factors for first off amongst

those who have indicated their wish. Where shift starting time is the same for two (2) or more employees then seniority shall be the governing factor. Where there are no volunteers, the Employer will release the employees in reverse order of seniority.

10.03 (a) **Minimum Shift**

An employee called in to work, or scheduled to work, will be paid for actual hours worked, with a minimum in accordance with the provisions of article 10.02 (a).

(b) **Payment for Meeting Attendance**

- (i) An employee who is required to attend a meeting for which **they have** been provided twenty-four (24) hours advance notice, shall be paid not less than two (2) hours at the appropriate rate of pay when attending such meetings.

An employee, who is on a scheduled day off, may attend said required meeting on a voluntary basis, for which **they** shall be paid in accordance with the above paragraph. In the event that meeting attendance on the day off is not voluntary, the employee will be paid at overtime rates if applicable.

- (ii) An employee attending a meeting during their regular scheduled working hours is deemed to be at work.

- (iii) An employee who is required to attend a meeting immediately before or after **their** scheduled work assignment will be compensated in accordance with the provisions of article 8.01.

Should an employee be required to attend a meeting that does not start within one (1) hour following **their** scheduled shift, then the attendance to said meeting will be deemed to be on a voluntary basis.

Conversely, should it be known that the meeting will end in excess of one (1) hour before the start of **their** scheduled shift, then the attendance to said meeting will be deemed to be on a voluntary basis.

- (iv) Employees who are paid for meeting attendance that is more than the actual duration of the meeting will not be obligated to work those extra hours.

10.04 In the application of 10.02 and 10.03, an employee who, at **their** own volition and without being requested by **their** Supervisor, requests to leave early of **their** own accord, shall be paid for actual time worked.

10.05 **Rest Periods Between Shifts**

Unless agreed otherwise with an employee, the Employer agrees to endeavour to provide a minimum of nine (9) hours rest period between regular scheduled shifts of eight (8) hours. In the banquet department the Employer agrees to endeavour to provide a minimum of eight (8) hours between regular scheduled shifts.

10.06 **Shift Preferential**

Provided that the Employer is able to maintain a qualified work force and in keeping with the business demands, within any particular classification within a department, the Employer will endeavour to schedule employees in accordance with seniority and **their** preferred shift. Specifically, employees will identify if they wish to work morning, afternoon, evening or night shifts. It is agreed that once an employee has advised **their** Department Head of **their** preferred shift, said preference of shift cannot be changed except every three (3) calendar months. For the purpose of greater clarity, "preferred shift" shall mean available starting time.

**ARTICLE 11 TEMPORARY ASSIGNMENTS & CROSS TRAINING**

11.01 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed on that day. A temporary assignment to a higher rated position contemplates the fulfilment of the duties and responsibilities of the position during the time occupied.

11.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive **their** higher rate of pay during such temporary assignment. This provision shall not apply where an employee has been placed in a lower paying classification in order to avoid a layoff.

11.03 Notwithstanding the foregoing, an employee who is assigned to perform additional work that falls outside of **their** regularly scheduled hours shall be paid the rate of pay for the position to which **they have** been assigned.

11.04 If an employee commits to being temporarily assigned to work a shift in another department due to lack of shifts in their own department, the following shall apply:

- Once the schedule has been posted, the employee must work that shift and cannot go back to their own department to pick up a last minute shift without mutual agreement between the manager of the other department and the employee's own manager.
- Once the schedule has been posted the employee cannot cancel the shift.
- Once an employee has committed to working in another department, they cannot give their shift away without advance approval from the manager
- Managers will maintain a list of employees who are interested in working in another department should an opportunity present itself. If an employee is not on that list, they cannot work in another department
- If an employee misses more than three (3) shifts in another department, they will no longer be asked to cover shifts. A employee will not be penalized if they are on sick leave, and an employee will be excluded from hours in an another department for no more than six months.
- Full-time employees who do not have forty (40) hours scheduled in a week will be allowed to maximize their remaining hours in another classification within their department before those hours are used to a restricted part-time employee.

## **ARTICLE 12      PREMIUMS**

### 12.01                      **Night Premium**

Any employee whose majority of hours worked on **their** shift fall between the hours of midnight and 6:00 a.m. shall be paid a night shift premium in addition to **their** regular hourly rate of pay in the amount of one dollar (\$1.00) per hour for each hour worked on **their** shift entire shift. Night shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

12.02                    **Training Premium**

A certified (by the Employer) employee required by the Employer to act as a trainer will receive a premium of eighty-five cents (85¢) in addition to **their** hourly rate of pay for all hours assigned to training of other employee(s). An employee who is not certified (by the Employer) will not be required by the Employer to train any other employees.

12.03                    **Bartender or Ticket Seller Premium**

- a) A Service Attendant who is assigned to work as a Bartender, Ticket Seller, or as Food Seller shall receive a premium of One Dollar and one dollar and thirty cents (\$1.30) per hour for all time scheduled in such capacity. The opportunity to work as a Bartender, Ticket Seller, or as a Food Seller shall be assigned by seniority from amongst the employees who have indicated their willingness on the quarterly signing list provided by the Employer, and who have the skills, ability, job efficiency, qualifications and experience.
- b) Once a qualified employee has indicated their willingness, in accordance with the sub-paragraph a) above, they shall be scheduled by seniority starting with the longer bar work assignment. Should a cash bar or any other type of bar work be scheduled for the same length of time, then the cash bar shall be assigned to the most senior employees scheduled to work said day.

12.04                    **Function Truck Driver Premium**

Any employee required to perform the function of 'truck driver' will be paid a one dollar and twenty five cents (\$1.25) per hour premium for all hours worked in that capacity.

12.05                    **Amenity Deliveries**

When an In Room Dining (IRD) employee is asked to deliver amenities to hotel rooms they will be paid seventy-five cents (\$0.75) per delivery.

## **ARTICLE 13            VACATIONS**

13.01            Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they have worked for the Employer not less than ninety five (95%) percent of the regular full-time hours during a continuous twelve (12) month period ending December 31st- and for those employees who have ten (10) years of service or more as of January of the current year ninety five (95%) percent shall be amended to read ninety (90%) percent, but time for absence from work not to include:

- (a)            the period of vacation;
- (b)            the aggregate of periods not exceeding thirty (30) working days in all, comprising:
  - (i)            time during which the employee has been authorized by the Employer to be absent from work;
  - (ii)           time in respect of which the employee files with the Employer a certificate, signed by a duly qualified medical practitioner, establishing that the employee was unfit to work during that time, by reason of the employee's illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, the employee shall receive vacation pay calculated at two (2%) percent of the employee's total gross earnings for each week of vacation entitlement for which no vacation allowance has been paid.

13.02            Full-time employees with less than one (1) year of continuous service with the Employer since their most recent date of hire by January 1st of each year shall receive vacation pay in an amount equal to four (4%) percent of their total gross earnings during the period of employment for which no vacation allowance has been paid, up to January 1st. Said employees shall be allowed up to two (2) weeks of vacation time off without pay.

13.03            Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than five (5) years of continuous service with the Employer since their most recent date of hire, shall, if they so qualify in accordance with Article 13.01, receive the greater of two (2) weeks' vacation with pay at their regular hourly rate of pay or four (4%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

13.04            Full-time employees who, on January 1st of each year, have five (5) years of continuous service with the Employer since their most recent date of hire, shall, if they so qualify in accordance with Article 13.01, receive the greater of three (3) weeks' vacation with pay at their regular hourly rate of pay or six (6%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.



13.05 Full-time employees who, on January 1st of each year, have thirteen (13) years of continuous service with the Employer since their most recent date of hire shall, if they so qualify in accordance with Article 13.01, receive the greater of four (4) weeks' vacation with pay at their regular hourly rate of pay or eight (8%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

13.06 Full-time employees who, on the January 1st of each year, have eighteen (18) years of continuous service with the Employer since their most recent date of hire, shall, if they so qualify in accordance with Article 13.01, receive the greater of five (5) weeks' vacation with pay at their regular hourly rate of pay or ten (10%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

13.07 Full-time employees who, on January 1st of each year, have completed thirty (30) years, or more, of continuous service with the Employer since their most recent date of hire, shall receive the greater of six (6) weeks' vacation with pay at their regular hourly rate of pay or twelve (12%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

13.08 Full-time employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, or twelve (12%) percent, as the case may be, of their gross earnings during the period of employment for which no vacation allowance was paid.

13.09 The Employer reserves the right to determine the vacation period for each employee, but agrees to assign preferred vacation time off in order of seniority firstly by giving first choice of vacation periods to senior full-time employees, by classification, by Department, so long as the Employer is able to maintain a qualified and adequate staff in the department. The Employer shall make the final decision as to the number of employees who may be away on vacation at any one time in any particular department, but in so doing, the Employer shall have regard to the exigencies of its operations.

Vacation period requested in accordance with the provisions of article 13.12 and which management has agreed to and scheduled, will take precedence over any requests for personal leaves of absences.

13.10 The Employer shall endeavor to provide vacation for employees during the period from May 1st to December 31st of each year, unless the employee requests to take **their** vacation outside of this time period. Requests for vacation outside of the aforesaid time period shall not be unreasonably denied. The Employer will provide the employee with a written response to the request for vacation time within fifteen (15) calendar days of receiving the employee's request. If the Employer fails to provide the written response within the timeframe noted above, the vacation request will be deemed to be automatically approved. Vacation requests must be submitted directly to the department head who will initial and date the request, confirming that they have received it.

- 13.11 (a) Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up, subject to 13.11 (b).
- (b) Subject to the application of Article 13.09 and 13.12, it will be permissible for an employee to take **their** annual vacation in a one or more days period, not to exceed five (5) days in any one year for an employee who is entitled to two weeks vacation with pay. Employees who are entitled to three weeks or more vacation with pay shall be entitled to take their annual vacation in one or more day periods not to exceed ten (10) days. The remaining number of annual vacation days shall not be broken in periods of less than five (5) days at any one time.

- 13.12 (a) The Employer shall post a vacation planner by March 1st of each year for the full calendar year, so as to enable employees to write in their preferred vacation time. Employees shall have until March 31st of each year to write in their preferred vacation time. On April 15th of each year the Employer shall post a finalized vacation schedule and employees may obtain a copy from their Department Manager.
- (b) A copy of the finalized vacation schedule will be provided to the Union office.
- (c) This finalized schedule will only be amended by mutual agreement between the Employer and the employee.
- (d) Employees who wish to take their vacations prior to March 1st shall make such a request directly to the Employer.
- (e) An employee not filing for vacation as per article 13.12 (a) with unallocated vacation days shall make a written request to **their** Department Manager and, if approved, be able to take said unallocated vacation day(s), on a “first-come first-served” basis.
- (f) Unless otherwise agreed in writing between the employee and **their** supervisor, any employee who has unscheduled vacation remaining as of July 31st shall be required to accept vacation periods allotted by the Company but scheduled no later than December 31st of that year.

13.13 Full-time employees may choose to receive their vacation pay on the pay date immediately preceding the commencement of their vacation, providing the employee notifies the Employer, in writing, at least two pay periods prior to **their** leaving on vacation.

13.14 Part-time employees who, on January 1st of each year have completed the required number of years as outlined below, shall receive a vacation pay allowance each year based on the gross earnings paid to them during the twelve (12) month, as follows:

	<u>Employment</u>	<u>Entitlement</u>
(a)	less than five (5) years of Continuous employment since date of last hire.	four (4%) percent of total gross earnings
(b)	five (5) years or more of continuous employment since date of last hire.	six (6%) percent of total gross earnings
(c)	thirteen (13) years or more of continuous employment since date of last hire.	eight (8%) percent of total gross earnings
(d)	eighteen (18) years or more of continuous employment since date of last hire.	ten (10%) percent of total gross earnings
(e)	thirty (30) years or more of continuous employment since date of last hire.	twelve (12%) percent of total gross earnings

13.15 Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on their percentage entitlement. Part-time employees are limited to two (2) weekend days (i.e. Saturday and Sunday) off for every five (5) vacation days.

13.16 Vacation allowance for part-time employees shall be paid on the regular pay date following January 1st of each year.

13.17 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

13.18 Vacation credits shall not be accumulated from one year to the next except by mutual agreement between the employee and the Director of **Talent & Culture**.

13.19 Gross earnings shall mean earnings paid with respect to regular and overtime hours worked but shall not include any gratuities that are received by or paid to an employee.

13.20 In January of each year, the Employer shall provide each eligible employee, as per 13.01, and the Union with the total number of hours that were worked and/or paid to the employee in the previous calendar year ending December 31st, starting with the first pay of said year and ending with the last pay of same year. This figure shall then be divided by the number of weeks in which work was performed by the employee during said year. The resulting figure shall become the number to be used when calculating the greater of a week's vacation, with pay, at the full-time employee's regular hourly rate of pay or a percentage of said employee's total gross earnings.

13.21 **Bonus Week of Vacation**

Employees with twenty-five (25) years of service will receive a one (1) week bonus vacation week in their twenty-sixth (26th) year of employment. This bonus week will be granted on each subsequent fifth (5th) anniversary of employment, in the following calendar year. The vacation pay for this additional week will be two (2%) percent of the gross earnings paid to the employee during the previous calendar year ending December 31st.

13.22 Management will not schedule un-used vacation days before July 31 to fill-in loss of hours in a work week unless the employee has filled out a TORF (Time Off Request Form).

**ARTICLE 14 MANAGEMENT RIGHTS**

14.01 The management of the Employer and the direction of the working force, including the right to plan, direct and control Employer operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable Employer rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote; discipline, suspend or discharge employees for just and sufficient cause, and to require employees to work overtime in accordance with the terms of this agreement, are to be the sole right and function of the management.

14.02 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.

14.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

14.04 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

**ARTICLE 15            NOTICE PERIODS**

15.01                    **Notice of Layoff**

Full-time employees or part-time employees who have completed their probationary period and who are to be laid off shall be deemed to receive notice of layoff by reason of the posting of the work schedule set forth in Article 6.04. The Employer will endeavour to so advise employees where it has reason to believe that the period of layoff will be two (2) weeks or more.

Without taking away any management right to assign vacation as stated under Article 13.12, in cases of a layoff of less than three (3) weeks, a full time employee may request to take **their** scheduled or unscheduled vacation rather than be on layoff. It is agreed that should such requests be granted, they will be awarded in order of seniority and said employee(s) may only take vacation for this purpose in a block of five (5) days.

15.02                    **Notice of Closure**

Except in the case of fire, flood, explosion or other similar circumstances, the Employer shall provide a notice of intent to terminate employment of less than 50 employees. Said notice will be given to all full-time employees and unrestricted part-time employees who have completed their probationary period and who are to be terminated by the permanent closure of all or any portion of the Employer's operation, said notice period will be as set out in the following table:

<u>Period of employment</u>	<u>Notice period</u>
Less than one year	1 week
One year but less than three years	2 weeks
Three years but less than five years	4 weeks
Five years but less than 10 years	6 weeks
At least 10 years	8 weeks

If a termination notice was given for less than the applicable notice period, the portion of the notice period for which notice was not given will be paid to the employee as if **they** had worked **their** regular hours of work for the period.

For employees who are either accepting the termination of employment or cannot exercise their seniority rights into another position for which they were qualified and the full notice period has not been completed, the Employer will pay wages in lieu for any reduction of the notice period.

15.03                    **Notice of Termination**

All employees shall provide the Employer with a minimum of one (1) pay period's advance notice of their intent to terminate their employment with the Employer.

**ARTICLE 16            NO STRIKES OR LOCKOUTS**

16.01                    During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

**ARTICLE 17            UNION REPRESENTATIVES VISITS**

17.01                    A duly authorized full-time representative of the Union shall be entitled to visit the Employer's premises for the purpose of communicating with the employees on duty, subject to the provisions of Article 17.03. Such visits shall only occur after the said representative has notified the General Manager or **their** designated representative. The Employer will provide the Union Representative with a daily access card to enter the employee's work areas during regular working hours.

17.02                    Where necessary, and with the prior approval of the General Manager or **their** designated representative, a Union Shop steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward during **their** normal working hours shall be considered as time worked. All such time spent outside normal working hours shall not be considered as time worked. The Employer shall not unreasonably deny any such request.

17.03                    The interview of an employee by a Union Representative shall be permitted, after notifying the General Manager or **their** designated representative, and shall be;

- a)                    carried on in private in a place within the Employer's premises designated by management;
- b)                    held whenever possible during the lunch period or rest periods. However, when this is not practical:

- c) held during the employee's working hours. Time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes but time taken in excess of five (5) minutes shall not be on the Employer's time; and
- d) held at such times as shall minimize interference with the Employer's operation.

## **ARTICLE 18 SHOP STEWARDS**

18.01 The Employer shall recognize a maximum of one (1) Shop Steward and one (1) Alternate Shop Steward per department appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management. The Employer shall not be obligated to recognize any shop steward unless the Union has advised the Employer in writing, that the individual has been so designated in accordance with this clause.

The Employer and the Union agree to have a maximum of three (3) Shop Stewards in the Banquet Department, and by mutual agreement to combine Shop Steward coverage in Departments where necessary. In Departments that do not have a Shop Steward, employees can access a Shop Steward from any Department that is readily available.

18.02 The Union acknowledges that Shop Stewards have regular duties to perform on behalf of the Employer and therefore, whenever possible, they shall conduct their activities outside of regular working hours. In situations that require a Shop Steward's attention during working hours, the Shop Steward shall not leave **their** regular duties without first obtaining permission to do so from **their** immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission shall not, therefore, be unreasonably withheld. Shop Stewards shall return to their regular duties as expeditiously as possible, and shall continue to receive their regular hourly rate of pay for all such time taken away from their regular duties. The Employer reserves the right to limit such time off in situations where the amount of requested time off is unreasonable. Time spent by Shop Stewards meeting with management at the request of management shall be paid at the Shop Steward's applicable rate of pay.

18.03 The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

18.04 In the absence of a Shop Steward and the Alternate in a department, another Shop Steward or Alternate from another department must be called in. When a Shop Steward is being reprimanded, another Shop Steward must be present.

18.05 Only shop steward badges as approved by the Employer shall be worn by an employee while on duty.

18.06 A Shop Steward shall be scheduled by the Employer for a period of fifteen (15) minutes without loss of regular wages, to attend the Employer's structured orientation and to give a presentation. Said presentation shall be given in the presence of an Employer representative. For this purpose, the Union will notify the Employer of the name of the Shop Steward who will be attending the structured orientation. Employer will give the named shop steward seven (7) days' notice of all scheduled orientations.

## **ARTICLE 19 LEAVES OF ABSENCE**

### **19.01 Personal Leave**

An employee with one (1) year or more of service with the Company may request a leave of absence without pay, for personal reasons. Personal leaves of absence will only be granted once all vacation is used. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Director of Talent & Culture or designate and written confirmation of said leave (if granted) shall be given to the employee involved by the Employer. An employee may, during slow periods, apply for a partial leave of absence without pay so as to share available hours with other employees. The employee will not be required to utilize any vacation time to be eligible for a partial leave of absence. The Employer shall have complete discretion in the granting of any leave of absence.

### **19.02 Union Leave**

Upon the request of the Union, a leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance written notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

### **19.03 Union Convention/Conference/Education Leave**

A leave of absence for the purpose of attending Union conventions/conferences and/or education seminars may be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than four (4) employees, with a maximum of one from any



Department, at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than twenty-one (21) calendar days before the requested leave is to commence. The Employer will inform the employees' in writing to advise if the time off has been approved.

The Employer will pay an employee on such leave as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to any employees selected by the Union for the amount and benefits which the Employer paid to said employee during the time off requested by the Union for which the employee would have been required to be at work.

#### 19.04 Negotiation Leave

The Employer shall allow up to four (4) employees, with a maximum of one from any one department, time off with pay for the purpose of attending negotiations for the renewal of the collective bargaining agreement. The Union agrees to reimburse the Employer for any payments in regard to any employees appointed by the Union for the amount and benefits which the Employer paid to said employee during the time off requested by the Union for which the employee would have been required to be at work. The Union agrees to pay said sum within thirty (30) calendar days of receiving letter requesting same and giving details of the required payments.

#### 19.05 Maternity Leave

An employee who has completed seven (7) consecutive months of employment with the Employer shall be granted a maternity leave of absence without pay by the Employer, provided that **they** provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the date of delivery. Such application for leave is to be submitted in writing to the Employer at least four (4) weeks prior to the date that such leave is to begin. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless **they** wish to take parental leave immediately following **their** maternity leave.

An employee who intends to return to work immediately following **their** maternity leave must give the Employer confirmation of **their** return a minimum of two (2) weeks in advance of the day **they are** scheduled to return to work. As well, **they** must provide the Employer with a doctor's certificate, certifying **them** to be medically fit to work.

In cases of physical complications, the employee may request an extension of **their** leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications and verifying that **they** continue to be incapable of performing the normal duties of **their** employment.

**Parental Leave****(a) Entitlements**

Every employee

- (i) who,
  - (a) becomes the natural parent of a child or assumes actual care and custody of their newborn child, or
  - (b) adopts a child under the law of a province; and
- (ii) who has completed seven (7) consecutive months of employment with the Employer; and
- (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted unpaid parental leave, consisting of a continuous period of up to thirty seven (37) weeks.

**(b) Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when **their** parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee, but such leave shall commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(c) **Late Application for Parental leave**

When an application for parental leave under sub-article (a) above is not made in accordance with sub-article (a) (iii), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(d) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

19.07

**Bereavement Leave**

- a) In the event of the death of an immediate family member, an employee who has completed at least one year of service since **their** last date of hire may be granted time off without loss of pay, to a maximum of three (3) scheduled working days (and in the case of a spouse or child five (5) consecutive working days), provided that:
- i) the time off is required to make arrangements for the funeral or attend same;
  - ii) the days taken do not exceed the lesser of three (or in the case of a spouse or child five (5)) or the number of days scheduled within the five day calendar day period immediately following the day of death; and
  - iii) in cases of suspected abuse the Employer may request a death certificate and proof of relationship.
- b) For the application of sub-articles 19.07 (a) herein stated immediate family shall be defined to mean an employee's spouse, child, stepchild, parent, grandparent, brother, sister or step parent, father-in-law, mother-in-law, daughter-in-law, son-in-law and grandchild. The term "spouse" shall mean a person who is legally married to and living with the employee, or living with the employee for at least the immediately preceding twelve (12) months in a conjugal relationship.

- c) If a death occurs in an employee's immediate family outside of Canada and the employee has completed at least one year of service since **their** last date of hire, the Employee, if **they** do not leave the country to attend the funeral or there is no funeral services held in Canada, may be granted up to two (2) days leave without loss of pay for mourning purposes, in lieu of the time set forth in sub-article a) provided that the time granted does not exceed the lesser of two (2) days or the number of days scheduled within the five calendar day period immediately following the day of death.
- d) Provided the employee has completed at least one year of service since **their** last date of hire, the Employer may grant one (1) scheduled day off without loss of pay provided that such time is required to attend the funeral of the employee's aunt or uncle, brother-in-law or sister-in-law, grandmother-in-law or grandfather-in-law, niece and nephew.
- e) Employees with less than one (1) year of service shall be provided with time off without pay.

19.08 **Jury Duty Leave**

If an employee is called to jury duty, or empanelled as a juror, the Employer shall give the employee time off and pay the employee the difference between jury pay and **their** regular straight-time pay, up to a maximum of ten (10) work days. Any additional days of service required will be without pay. A copy of the jury summons must be presented to the supervisor as soon as it is received in order for approval to be granted for the time off. The Employer shall reserve the right to have an employee request that their jury duty be rescheduled if the supervisor believes that the employee's absence at a particular time would cause a hardship to the location's business.

In order to receive pay for time served, an employee will be required to submit proof of time served and pay received. An employee not required to be in court on a particular day or released after less than four hours of service may be required to report for **their** regular shift and will be paid **their** regular pay for hours worked.

19.09 Any leave of absence that is obtained under false pretences shall be cause for discharge.

**ARTICLE 20      SENIORITY**

- 20.01      (a)      Hotel seniority shall be defined as the length of continuous service with the Employer since the employee's last date of hire.
- (b)      Departmental seniority shall be defined as the length of cumulative service in any department since the employee's last date of hire.
- (c)      Classification seniority shall be defined as the length of cumulative service in any classification since the employee's last date of hire.
- (d)      Uninterrupted service since the last date of hire with the Westin will be recognized by the Employer for all purposes under this agreement, provided that the employee was employed by the Westin up to September 12, 1996 and has been employed by the Employer without interruption since that date.
- (e)      Employees who are temporarily assigned to a department and/or classification shall continue to accrue seniority in their regular department and/or classification rather than in the department or classification to which they are temporarily assigned.
- (f)      Any full-time employee shall have seniority over any part time employees, and part-time employees shall have seniority over part-time employees only.

20.02                      Full time and part time seniority lists shall be posted by the Employer on May 1 and November 1 of each year. Such lists shall set forth the employee's name and their hotel departmental and classification seniority date, and in the case of a full time employee, the date on which the employee became a full time employee. The Employer shall furnish the Union with copies of each list. The employees may receive a copy from their Department Manager. Furthermore, the Employer will post a reminder in the staff elevators that the new department seniority lists have been posted.

20.03                      The word "department" shall be defined as follows:

- (a)      Banquets
- (b)      Front Office
- (c)      Housekeeping
- (d)      Culinary
- (e)      Laundry
- (f)      Lounge at The Fairmont
- (g)      In-Room Dining
- (h)      Stewarding
- (i)      Velvet Glove Restaurant
- (j)      Reservations
- (m)      Guest Services

20.04 A part time employee who becomes full time shall be placed on the full time seniority list with a seniority date that is identical to the date on which **they** became a full time employee. A full time employee who reverts to part time shall have a seniority date that is identical to their full time seniority date, or their former part time seniority date, whichever is greater.

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

20.06 The name of an employee who has been or is appointed from a bargaining unit position to employment in an excepted position shall be retained on the seniority list from which **they were** appointed and such employees shall continue to accumulate seniority for a period of three (3) months. This privilege is accorded once a year per individual.

The restrictions stated in the above paragraph will not apply in the following replacement cases: maternity and/or parental leave, sick leave or absence due to an accident.

20.07 An employee so promoted, when released, may within five (5) working days from such a release from an excepted position, return to **their** former position provided **their** position is not occupied by a senior employee. **They** may alternatively exercise **their** seniority right to any position in **their** Department which **they are** qualified to fill and which was bulletined during the time **they** occupied such an excepted position.

Such employee shall also have the right to return to this former Department if **they** so desire during the six (6) month period in which **they were** promoted provided **they** serve a thirty (30) day notice in writing to the Director of **Talent & Culture** or **their** representative not later than six (6) months from the date of **their** promotion, after which time **their** name shall be removed from the seniority list.

20.08 When reducing forces through lay-off or abolishment of a position, senior qualified employees will be permitted to exercise their seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee within their respective Department.

20.09 (a) An employee who is laid off, displaced or whose position is abolished shall, provided **they have** completed **their** probationary period and is immediately able to perform the available work at an acceptable level, exercise **their** seniority in the following manner:

- i. within **their** present classification, failing which,
- ii. within **their** present Department, failing which,
- iii. within **their** previous Department, failing which,
- iv. may exercise **their** seniority within any other Department covered by the Agreement, or hold **their** available for part-time employment, or take a lay-off.

An employee shall notify the Employer of **their** choice of one of the foregoing contained in (iv) within five (5) calendar days from the date of **their** notice of lay-off, failing which **they** shall forfeit **their** seniority.

- (b) Where the Employer has a requirement for additional employees, it shall proceed as follows:
  - i. Employees who had exercised their seniority in accordance with Article 20.09 (a) shall be returned to their former position when there is a need for an employee to be placed in that position; and then
  - ii. Employees who have been laid off will be recalled as necessary in reverse order of layoff within their classification and department.

In either case, the Employer shall not be required to post such positions in accordance with Article 21 of this agreement.

20.10 When an employee is on a leave of absence or vacation granted by the Employer, on the date of **their** displacement or the abolition of **their** position, the time limits established shall apply from the date of **their** return to work.

20.11 To be eligible for recall, a laid off employee must keep the Director of **Talent & Culture** or **their** representative informed of **their** current address.

20.12 An employee shall cease to have seniority rights and **their** employment status with the Employer shall be terminated for all purposes if the employee:

- a) voluntarily resigns;
- b) is discharged and not reinstated under the terms of this Agreement;
- c) has been laid off for a period in excess of **their** length of seniority up to a maximum of six (6) months;

- d) fails to notify the Employer within three (3) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within seven (7) calendar days from receipt of such notice. Notice of recall may be by telephone confirmed by registered mail to the employee's last address registered with the Employer, and a copy forwarded to the Union.
- e) utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- f) is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.

## **ARTICLE 21          JOB POSITIONS / VACANCIES / NEW POSITIONS**

21.01                  Where permanent vacancies in the bargaining unit occur, which the Employer decides to fill on a full or part time basis, such vacancies will be posted in the Hotel within five (5) working days. The posting shall indicate those qualifications required by the Employer.

A permanent vacancy shall be defined as an existing position within a classification becoming empty due to the permanent departure of its incumbent and for which the Employer is intending to maintain actively, or a new position that is created.

21.02                  Such vacancies shall be posted for a period of five (5) working days and employees bidding on job vacancies must make written application to the **Talent & Culture** Department no later than the fifth day of the posting. Such application shall set out the employee's qualifications for the vacancy.

Should the position not be awarded within fourteen (14) calendar days from the closing of the job posting, the Employer shall, for advisory purposes only, inform the Union in writing as to whether or not they intend to fill the position, and also the reason that has motivated the Employer's decision.

Copies of job postings including list of internal applicants and names of persons awarded the position shall be faxed or emailed to the Union office within two (2) business days (excluding Saturday and Sunday and General Holidays) of the vacancy being awarded.



21.03 Temporary vacancies which are expected to last less than sixty (60) days will be filled by qualified employees in order of seniority in the department where the vacancy occurred, and if there is no qualified employee or no qualified employee wishes to fill said temporary position, it may be filled at the discretion of the Employer. Temporary vacancies expected to last longer than sixty (60) days, will be posted as per Article 21.02. The posting will clearly indicate that it is a temporary vacancy. It is understood that upon the expiration of a temporary vacancy or position, an employee so assigned shall be returned to their regularly assigned position. An employee hired specifically for a temporary vacancy or position shall be terminated at the expiry of said vacancy or position unless they have obtained another position covered by this Collective Agreement.

21.04 The Employer shall consider applicants for whom a successful bid would result in a promotion or transfer to any classification listed under Appendix "B". In cases of promotion or transfer, the following factors shall be considered:

- a) skill, ability, job efficiency, qualifications and experience;
- b) seniority with the Employer.

When the matters in factor (a) are relatively equal in the opinion of the Employer, then factor (b) shall govern.

#### **Trial Period**

Qualified employees transferred or promoted to a new position shall receive a full explanation of the duties involved and shall have a period of up to thirty (30) working days to demonstrate their qualifications. During the above mentioned period the employee may, after having advised the Director of **Talent & Culture**, return to their original position, or if **they have** not successfully demonstrated **their** qualifications may be returned to **their** original position by the Employer, without loss of seniority.

The Employer shall, for advisory purposes only, indicate to an employee the qualifications required for said employee to move from **their** level to the next level in the Culinary Department. It is agreed and understood that said required qualifications are deemed not permanent and as such may be subject to changes to meet the service demands.

21.05 The Employer agrees to consider applications for permanent vacancies in the bargaining unit from existing employees prior to hiring from outside the Hotel.

21.06 If the vacancy is not filled on the foregoing basis, the Employer may fill the job in question in its discretion.

21.07 The Employer shall not consider any applicant to a posting who has, within the prior five (5) month period successfully bid on a vacancy.

21.08 Where the Employer determines that the successful applicant is unable to perform the work of the new position to the satisfaction of the Employer, the employee shall be returned to **their** former position without loss of seniority, and any employee affected by **their** return shall likewise be returned to their former positions.

21.09 During the course of this Agreement, if the Employer institutes a new job classification covered by the scope of this agreement, a rate will be set and the Union will be notified. If the Union disagrees with the rate, the Union will so advise the Employer within thirty (30) days of notification, after which a meeting will be arranged to negotiate the rate. If no agreement can be reached, the Union may refer the issue to arbitration within thirty (30) days of the meeting.

### **Training for Promotion**

Employees shall be encouraged to learn the duties of positions other than their own within the hotel. For this purpose, opportunity shall be afforded during their regular working hours, provided that such arrangement does not interfere with the performance of their regularly assigned duties.

The Employer may also, for this purpose, make arrangements with employees, subject to their consent, to exchange positions for temporary periods without effect upon the rates of pay of the employees thus permitted to train on other positions. Should more than one employee, having the basic qualifications, request such training for the same position at the same time, then seniority shall be the deciding factor.

### **Training During Normal Working Hours**

An employee required by the Employer to take training during **their** normal working hours will be paid **their** regular rate of pay while in training.

### **Training Outside Normal Working Hours**

An employee required by the Employer to take training outside **their** normal working hours will be compensated at **their** regular rate while in training.

### **Voluntary Training**

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

## **ARTICLE 22 SAFETY AND HEALTH**

22.01 The Employer will make reasonable provisions for the safety and health of employees during working hours. A Safety Committee consisting of up to four (4) representatives appointed by the Employer and up to four (4) representatives appointed by the Union (with no more than one (1) from any single department unless otherwise agreed to) shall meet no less than quarterly. The Safety Committee may be expanded by the addition of a non-management employee from Engineering/Maintenance, and should that occur, the number of representative of the Employer will be increased to five (5). It is agreed that a primary function of this Committee is to review the previous minutes, discuss accidents and 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 and posted on all departmental bulletin boards. A copy shall be given to the co-chairs and a copy made available to all committee members if requested and a copy shall be forwarded to UFCW Local 832 via email or fax.

22.02 First aid supplies will be maintained at various locations on the Employer's premises.

22.03 Each Union member of the Health and Safety Committee will receive sixteen (16) hours paid education leave per year with the nature of the course(s) to be determined by mutual agreement between the Union and the Employer.

22.04 In situations where an employee has reasonable grounds to believe and does believe that the particular work is dangerous to **their** safety or health, the employee shall first report **their** concerns to **their** immediate supervisor and a member of the Health and Safety Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to **their** safety or health, the employee shall be entitled to refuse to perform that particular work until such time that a person from the appropriate government agency has come to the Employer's operation to inspect the particular work firsthand. During this time period the employee may be assigned to alternative duties that may be available within the Hotel. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

### 22.05 **Shoe Allowance**

The Employer will provide reimbursement of up to a maximum of eighty five (\$85.00) dollars per year, for purchasing or repairing, safety shoes for full-time employees who have completed their probationary period and are required by the Employer to wear safety shoes. The style and colour of the shoes must be approved by the Employer.

Employees in the following classifications and/or departments are eligible to avail themselves of the shoe allowance:

Banquet	Culinary
Guest Services	Housemen/Housepersons
Fairmont Lounge	Housekeeping
In Room Dining	Laundry
Stewarding	Velvet Glove
Front Desk	

Employees will receive said amount so long as the shoes are worn on the job. Upon providing the Employer in ample time- at least twenty four (24) hours before the date of the pay period ending, of proof of either purchase or repair, payment will be made on the pay period following.

## **ARTICLE 23**      **WAGES**

23.01                    The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

23.02                    Employees shall be paid prior to noon of every second Friday by direct deposit. Each deposit shall be accompanied by an itemized statement of wages covering the two (2) week period ending the previous Saturday and said itemized statement shall be delivered to the employees on the pay day.

23.03                    Should the Employer re-hire a qualified employee, in the same classification that **they** had previously occupied, within six (6) consecutive months following **their** resignation with the hotel, the starting rate for said newly re-hired employee shall be set at ninety-five (95%) percent of the full rate of the classification for which **they are** re-hired.

## **ARTICLE 24**      **COURT'S DECISION**

24.01                    It is understood that any changes in municipal, provincial or federal law applicable to the Employer, and which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

## **ARTICLE 25            DISCIPLINE / DISCHARGE**

25.01            A Shop Steward, or in the absence of a Shop Steward, another employee in the bargaining unit selected by the employee affected, and in the event the member is a Shop Steward, another Shop Steward or an official full-time Union Representative, shall be present from the beginning of the meeting when a member of the bargaining unit:

- a)            is given a reprimand which is to be entered on the employee's personnel file;
- b)            is suspended or discharged.

In unusual circumstances, where it is necessary for the Employer to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice. Absence of a Shop Steward or Assistant Shop Steward or another employee shall not invalidate the discipline, except in exceptional circumstances.

25.02            The affected employee, a Shop Steward and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file. The affected employee, the Shop Steward, and the Union shall also be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, and a Shop Steward and the Union in writing of the reasons for taking such action. The notice of discipline or discharge shall be given to the affected employee and a Shop Steward promptly and a copy of the discipline or discharge notice shall be forwarded to the Union office via fax within two (2) business days (excluding Saturday and Sunday and General Holidays) of the event.

25.03            Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested, at the employee's expense. The Employer shall keep only one (1) personnel file per employee.

- 25.04            (a)            Employee's written corrective action documentation(s) other than suspension will be taken from an employee's file after fifteen (15) months should no similar offence have occurred during said period.
- (b)            Employee's suspension documentation(s) will be taken from an employee's file after thirty (30) months should no similar offence have occurred during said period.
- (c)            All documentation(s) including corrective action and suspension relating to incident(s) and/or complaint(s) of discrimination or harassment nature shall remain in an employee's file.

## **ARTICLE 26            ADJUSTMENT OF GRIEVANCES**

26.01            Employees will endeavour to speak to their supervisor or Director of **Talent & Culture** regarding a potential grievance prior to the Union filing such grievance in an attempt to resolve the matter. Employees may have a Shop Steward present during such discussions or have a Shop Steward conduct the discussions on their behalf.

26.02            Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

26.03            Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.04            All grievances, including processing through each step of the grievance procedure, must be submitted in writing and must specify the clause(s) or articles of this Agreement that are alleged to have been violated and the redress being sought.

26.05            The procedure for adjustment of grievances shall be as follows:

**STEP 1:** By a discussion between the employee and the Shop Steward and/or Union Representative with the employee's Department Head or **their** designated appointee. The Department Head or **their** designated appointee shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Director of **Talent & Culture** or **their** designated appointee. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited. The Director or **their** designated appointee shall reply to the grievance in writing to the Union within ten (10) calendar days. If a satisfactory settlement has not been reached the Union Representative and/or employee may proceed to Step 3.

**STEP 3:** The Union Representative or Representatives may take the matter up with the Employer's Vice-President of **Talent & Culture** or **their** designated appointee. If the matter is not taken up within ten (10)

calendar days of the date the Union received the written reply to the Grievance in Step 2, it shall be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited. The Vice-President of **Talent & Culture** or **their** designated appointee shall reply to the grievance in writing to the Union within twenty-one (21) calendar days.

A grievance dealing with a written corrective action will commence at Step #2 of above noted grievance procedure.

26.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days from the date of receiving the final written decision at Step 3 but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 27.

26.07 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure may only be extended by written agreement between the Union and the Employer. It is agreed between the Union and the Employer that failure by the Employer to reply in writing within the above time limits stipulated in Steps 1, 2 and 3 shall be considered as a negative reply from the Employer and the Union or Union representative shall be entitled to proceed to the next step of the grievance procedure.

26.08 A Union policy grievance shall be filed at Step 2 of the grievance procedure. A Company policy grievance shall be filed with the Union Representative of the Union.

## **ARTICLE 27            ARBITRATION**

27.01 If the Union and the Employer cannot reach a settlement, then upon request of either party, made within the time set forth in Article 26.05, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

27.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

27.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirement, or in the event that none of the arbitrators referred to above are available to meet within the thirty (30) calendar day requirement or 90 calendar

day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to **them** other than suspensions or terminations.

27.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

27.05 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

27.06 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way **they** deem equitable.

27.07 The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

27.08 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

27.09 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

## **ARTICLE 28      BULLETIN BOARDS**

28.01 The Union shall be allowed to install 2 of its own bulletin boards, in the employee cafeteria and the employee entrance corridor for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to the Director of **Talent & Culture** prior to posting and the Employer retains the right to approve any material posted herein.



**ARTICLE 29 HEALTH AND WELFARE BENEFITS**

29.01 Health and Welfare Benefits shall be as set out in Appendix "A" to this agreement.

**ARTICLE 30 CASH / MONETARY SHORTAGES AND PROPERTY LOSS**

30.01 No employee may be required to make up cash or stock shortages unless **they have** given the privilege of checking the stock, money and daily receipts upon starting and completing all or any portion of the work shift and unless the employee has exclusive access to the cash drawer during the work shift, or exclusive access to the area where stock is kept, nor shall employees be required to make up any credit card shortage if they followed the procedure prescribed by the Employer.

30.02 No employee may be required to make up shortages when management exercises the right to open an employee's cash drawer or area where stock is kept during the employee's work shift, unless the drawer or stock area is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits and stock taken out. Where the employee so requests, a record shall be made of any withdrawals and/or deposits and stock taken out.

30.03 Employees shall not be penalized for payment on legitimate walk outs.

30.04 Notwithstanding the foregoing, an employee shall be discharged, and such discharge shall be considered to be for just cause, where the employee has stolen any property or money belonging to the Employer, fellow employees, or customers of the Employer. However, an employee shall have the right to file a grievance and proceed to arbitration for the sole purpose of establishing whether or not the employee has stolen property or money as indicated above. If the arbitrator finds that the employee has stolen property or money as indicated above, the grievance shall be dismissed. If the arbitrator finds that the Employer has failed to establish the foregoing to the satisfaction of the arbitrator, then the employee shall be reinstated to **their** employment and shall be reimbursed for all lost wages, benefits and seniority.

30.05 Except in the case of normal wear and tear, the Employer shall, in order to replace lost or wilfully damaged name tags, laundry bags or identification cards, charge and deduct from the employee's payroll the following amount:

Name Tags	six (\$6.00) dollars
ID Card	two (\$2.00) dollars
<b>Silverware Card</b>	eight (\$8.00) dollars
<b>FOB</b>	<b>ten (\$10.00) dollars</b>

## **ARTICLE 31            WORKERS COMPENSATION BENEFITS**

31.01            When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall immediately inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

31.02            Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours **they** would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

## **ARTICLE 32            HARASSMENT**

32.01            Both parties signatory to the Collective Agreement agree to adhere and uphold the "Harassment Prevention Policy" set by Fairmont Hotels and Resorts and the Employer shall provide a copy to the Union.

                    The Union reserves the right to bring to the Employer's attention, at the Joint Health & Safety Committee Meeting, any change in the Employer's harassment policy to which the Union may have objection. But the Union agrees that any objection that the Union brings to the Employer's attention in regard to changes in the Employer's harassment policy shall not be subject to the grievance and arbitration procedure of this agreement.

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

                    The Employer 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 supplied to the Union, and said amendments shall be discussed at the Joint Health & Safety Committee Meeting.

                    An employee will be allowed to have Union representation at the time of filing **their** complaint with the Employer.

**ARTICLE 33      UNIFORMS/WORK CLOTHES/CULINARY  
PROPERTY/LOCKER INSPECTION**

33.01            Employees required to wear uniforms shall be supplied them by the Employer free of charge in accordance with current practice as indicated in Appendix C to this agreement. Necessary laundry service for such uniforms shall also be supplied by the Employer. Where it has been established practice to supply employees with suitable clothes or uniforms, this practice will be continued. Hat, coat, outer garments for employees to use in the Culinary Department will be supplied by the Employer 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. Unless agreed to by **Talent & Culture**, employees must utilize in house laundry and not take items home. This is needed to preserve the presentation, as well as, ensuring that uniforms are cleaned regularly and pressed properly. There shall be no borrowing of uniforms assigned to other employees.

33.02            The Employer will also provide necessary laundry service:

- (a)            for employee provided pants, shirts, blouses and skirts which are worn in conjunction with an Employer provided uniform item; and
- (b)            for business attire for non-uniformed employees, which attire shall be deemed to mean, for men, dress pants, dress shirts, blazers and suits, and for women, dresses, suits (including pant suits), blouses and dress sweaters worn as part of the business attire.

                    Jeans, casual clothing and outerwear are not considered to be business attire and will not be laundered by the Employer.

33.03            Employees who misuse or attempt to misuse the foregoing laundry privileges shall be subject to discipline.

33.04            **Personal Property / Clothing**

                    The Employer shall replace any clothing (with clothing of equivalent value) where such clothing is damaged while performing work for the Employer provided that

- (i)            such clothing is required to be worn or provided by the employee; and
- (ii)            the damage did not arise as a result of the employee's negligence; and
- (iii)            the damage has been reported by the employee to **their** supervisor as soon as possible and in any event prior to the end of the shift on which it occurred.

33.05 Employees working in the Culinary Department will be supplied tools necessary to perform their daily duties, by the Employer and the Employer will attend to sharpening and replacement of same

33.06 Provided that an employee of the Culinary Department has obtained the authorization from a Manager of the Culinary Department, the sharpening of knives used in the daily performance of the duty at the hotel will be considered as time worked.

33.07 Locker inspections shall be conducted in the presence of either one of the employees sharing a locker or a Shop Steward. Such inspections shall normally take place between the hours of 8:00 a.m. to 6:00 p.m. Employees shall use only those combination locks that are provided by the Employer.

#### **ARTICLE 34 STAFF DISCOUNT**

34.01 The Employer shall provide, at no cost to the employee, free coffee, tea, soup toast and jam or plain bread for employees to consume on recognized breaks when on duty.

34.02 The Employer shall provide entrées for consumption during unpaid meal breaks at cost. For the purposes of this article cost is defined as per Canada Revenue Agency's definition which reads as follows; "A Reasonable charge is one that covers the cost of food, its preparation, and service." This amount can increase no more than once (1) per year. The amount will be posted in an area visible to all employees who choose to utilize this service. The Employer shall not bear any obligation should Revenue Canada deem any of these items to be a taxable benefit and any such tax shall be borne by the employee(s).

#### **ARTICLE 35 GRATUITIES**

35.01 **Lounge at The Fairmont/In Room Dining/Guest Service/ Velvet Glove Restaurant**

- (a) Employees who normally receive gratuities shall be designated by an asterisk (\*) in Appendix B to this agreement.
- (b) The Employer agrees that any individual guest bills that are issued shall include the words "gratuity not included".
- (c) Ninety-five (95%) percent of the meal and beverage gratuities paid through credit or debit cards & one hundred (100%) percent of the cash gratuities that are left with respect to individual guest bills shall continue to belong to the service personnel for whom they were intended. Effective January 1st, 2015, the remaining five (5%) of the

gratuities received through debit & credit card payment shall be submitted to the tip pool and be paid out to all culinary and stewarding working in the outlets department that day. Sharing of gratuities between employees shall not be subject to grievance or arbitration.

- (d) For any guest bills issued to in-room dining the Employer will ensure that the “tip not included” wording appearing on the bill, and will be clearly visible for all guests.

35.02

**Banquet Functions**

- (a) When the sponsor of an organized activity such as functions, etc. leaves gratuity with the hotel for disbursement, an amount equal to nine (9%) percent shall be retained by the hotel for administration and payroll related costs. An amount equal to seventy two and a half (72.5%) percent of the said remaining ninety-one (91%) percent gratuity shall be disbursed by the Employer to Banquet bargaining unit employees on the basis set forth in clause (b), unless otherwise specifically indicated by the guest/customer to the Employer. It is the intent of the Employer to secure gratuities in their service contracts whenever possible and it agrees to endeavour to encourage such sponsors to pay at least fifteen (15%) percent on food and beverages as gratuity. The Employer agrees that, notwithstanding the guest/customer wishes, said percentages of 91% of the gratuities as indicated above shall always be paid to Banquet employees in the bargaining unit.
- (b) Said disbursements shall be by a point system based on hours worked by employees as a result of their participation in the provision of both internal and external services. It is understood that 1 point is equivalent to one hour worked. Such function gratuities are to be disbursed via the payroll system and shown on each pay period. Said distribution shall be as follows amongst bargaining unit employees:
  - employees of the Banquets Department who have completed their probationary period shall receive one (1) point for each hour worked.
  - employees of the Banquets Department who have not completed their probationary period shall receive one half (½) point for each hour worked.

- (c) Upon written request, a mutually convenient time for a meeting between the Comptroller or designate and the full-time Union Representative or Banquet Shop Steward will be set in order that Banquet gratuity collected by the Employer for a specific month may be reviewed. This will include the reviewing of the actual customer contracts. It is understood that such request shall only pertain to the previous month's Banquet gratuity distribution. It is agreed that every reasonable effort will be made by both parties to schedule said audit within a three week period of said request.

35.03 On Banquet functions, should the Employer refund the guest and the Union is successful in demonstrating to the satisfaction of the Employer that the actual service that was provided by the servers was not responsible for said refund, then the Unionized portion of gratuities shall not be reduced and adjusted on subsequent distribution.

35.04 **Gratuities Paid within 24 hours**

Velvet Glove Restaurant, Lounge at The Fairmont, In Room Dining and Guest Service employees shall be paid their gratuities within twenty-four hours, except on weekends or the week of a general holiday, in which case it may take longer.

35.05 **Banquet Functions in the Velvet Glove or Lounge at the Fairmont**

Banquets functions held in the Velvet Glove or the Fairmont Lounge shall be scheduled at the Employer's discretion and shall be considered a banquet function for the purposes including but not limited to scheduling of hours, rate of pay and gratuities.

Banquet employees will be scheduled to work these functions; however, any employee who would have normally been scheduled to work in the Velvet Glove or in the Fairmont Lounge during the scheduled time of the function will not suffer a reduction in hours as a result of one of these functions. Employees in these departments who would have been scheduled to work will be offered the opportunity to work the banquet function. This practice will apply only to the banquet functions held in the Velvet Glove or the Fairmont Lounge.

Any Velvet Glove or Fairmont Lounge employees will have the right to opt out of working the function, but they will also forfeit their right to not suffer a reduction in hours for that weekly schedule. Velvet Glove & Fairmont Lounge employees will be temporarily assigned to the applicable banquet classification and paid the applicable hourly rate of pay & shall participate in the banquet gratuities pool in accordance with article 11.03.

35.06 When the Hotel holds any special functions such as Taco Tuesday, Back Door Burger etc. A minimum of one qualified full-time banquet staff will be able to work and one qualified senior restaurant server will also be scheduled to work.

Management will not use the Host or Hostess for this event.

The gratuities will be shared between culinary, stewarding and server who are working that shift.

## **ARTICLE 36 TRANSPORTATION COSTS**

36.01 The Employer agrees that it will, where required by legislation and where requested by the employee, provide transportation between the workplace and the employee's place of residence in the City of Winnipeg but only prior to any shift where the shift begins between 12:00 o'clock midnight and 6:00 a.m. and only after any shift where the shift ends during the foregoing hours.

36.02 No employee shall use their own vehicle when performing work for the Employer.

## **ARTICLE 37 APPENDICES**

37.01 Appendices A, B, C, and D shall be part of and shall form an integral part of this Agreement.

## **ARTICLE 38 EXPIRATION AND RENEWAL**

38.01 This Agreement shall be in effect from February 1, **2024** and shall remain in effect until January 31, **2025**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

38.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS**

**DAY OF**

**, 2024**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**APPENDIX "A"**

**HEALTH AND WELFARE BENEFITS**

**A-1**

- (a) Full time employees who have completed the required waiting period from their date of hire shall be enrolled in a plan or plans providing the following benefits, with coverage to become effective the first of the month following completion of the waiting period:

Dental Benefits	Waiting Period - 365 calendar days
Life Insurance	Waiting Period - 90 calendar days
AD + D	Waiting Period - 90 calendar days
Major Medical	Waiting Period - 90 calendar days
Vision Care (*)	Waiting Period - 90 calendar days
Short Term Disability	Waiting Period - 90 calendar days

(\*)Coverage shall be at three hundred (\$300.00) dollars every twenty-four (24) months per employee and/or dependant covered under the plan. The reimbursement for the cost of eye examinations will be increased to up to ninety (\$90.00) dollars every twenty four (24) months per employee and/or dependent covered under the plan and shall not be included in the three hundred (\$300.00) dollar maximum.

The benefits provided under the plan or plans shall be equivalent to those described in the Employer's benefit plan booklet issued to bargaining unit employees. The benefits shall not be reduced during the term of this Agreement. except that the Employer may implement a proportional reduction in benefits to offset any premium increases during the term of the Agreement. The Employer will not reduce the coverage of prescription drug coverage for employees below eighty (80%) percent during the life of this agreement

- (b) **Former Westin Hotel employees**

For those employees who, as at September 12, 1996, were participating in the "Westin Health & Benefits Plan", the Employer shall grandfather the following benefit coverage:

Dental:

Annual limit shall be \$1,500.00 per eligible person.

Ortho: Available to children between the ages of 6 and 18 at 50% to a lifetime maximum of \$1,300.

Optional Life Insurance:

Coverage Will continue in force for employees who had such coverage at September 12, 1996 and who continue to pay the premium.

Optional Accidental Death & Dismemberment

Coverage will continue in force for employees who had such coverage at September 12, 1996 and who continue to pay the premium.

- (c) (i) Employees who as at January 26, 1997 were participating in the above health and welfare benefit plans, shall, for the duration of this Collective Agreement, be entitled to continue to participate in the plans on the same basis as eligible full time employees provided that they continue to be actively at work and provided further that they do not restrict their availability to work up to the regular hours for a full time employee.
- (ii) Any full-time employee who restricts **their** availability to work up to the regular hours for a full time employee, shall only be eligible for part-time employee benefits.
- (iii) A part-time employee, having enrolled in the Employer group plan and who has worked for twelve (12) consecutive months and having rendered eighty (80) regular hours of actual work in each month will qualify for the Dental Benefits, Major Medical and Vision Care. Any part-time employee who restricts **their** availability to work, will have the above coverage interrupted. An employee may requalify as indicated above.
- (iv) Full time and part time enrolled employees will have one hundred percent (100%) of their premiums paid by the Employer if they work eighty (80) regular hours or more in the two (2) first pay period in that month.
- (v) An enrolled employee who does not qualify in any given month by having worked less than eighty (80) regular hours in that month, but who has worked sixty (60) or more regular hours in the first two (2) pay periods in that month, shall have fifty percent (50%) of the total monthly premium deducted from their wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Employer fifty percent (50%) of the appropriate monthly premium amount if group coverage is to be maintained.

- (vi) An enrolled employee who does not qualify in any given month by having worked less than sixty (60) regular hours in the first two (2) pay periods in that month, shall have one hundred percent (100%) of the total monthly premium deducted from their wages if wages are sufficient. If wages are insufficient, the employee will be responsible for reimbursing the Employer one hundred percent (100%) of the appropriate monthly premium amount if group coverage is to be maintained.
- (vii) All taxes associated with the foregoing plan shall be borne by the employee.
- (viii) For computation of the above “regular hours in a month” shall be deemed to include vacation time off.
- (ix) Monthly premium cost sharing shall not be changed (using the immediate month prior to absence starting) in the following situation:
  - Maternity (as per Manitoba Employment Standards) for a period not to exceed twelve (12) months or the length of the employee’s service with the Employer, whichever comes first.
  - An employee in receipt of weekly indemnity or in receipt of workers compensation payments for a period not to exceed three (3) months.

Following the expiration of the period stated herein, the employee shall be responsible for full payment of the monthly premium. It is understood that during said stated period the Short Term Disability coverage and premium shall be waived.

#### A-2.01

#### **Paid Sick Leave**

- a. A full time employee who qualifies for and who is paid a Weekly Indemnity Benefit for illness as established under the Benefit Plan will receive from the Employer the equivalent of three (3) days' wages to compensate for loss of wages during the specified three (3) day waiting period.
- b. The Employer shall, for those full-time employees who are covered under the Health and Benefits Plan, as stated in this Appendix, on January 1st of each year, create a sick day entitlement list. The sick bank is to be calculated on the basis of four (4) hours earned for each 173 hours worked to a maximum accumulation of **thirty-two (32)**

hours. The maximum amount of sick time payable to employees per calendar year is **thirty-two (32)** hours. Employees will be allowed to carry over a maximum of eight (8) hours from the current year to the following year until March 31. This does not include any paid sick time the employee may be eligible for under Appendix A-2.01a) above. The accumulated sick bank may be taken in increments of one half (½) day (four (4) hours) or one (1) full day of eight (8) hours. Upon Employee request, the Employer shall notify the employee of the total amount of sick leave credits said employee has accumulated at that time.

- c. Employees shall be entitled to utilize all hours of accumulated paid sick leave entitlements to attend to medical or dental appointments, provided the employee provides a minimum of seven (7) days' notice to their supervisor.

### **A-3                      Reporting Sick**

Employees who are absent because of sickness or illness shall observe the following procedures:

- (a) Employees taking ill or suffering an accident during working hours, shall notify their immediate supervisor or designate before leaving their duties;
- (b) where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify **their** immediate supervisor or designate, as soon as possible but in any event, whenever practicable, not less than one (1) hour for shifts which begin between 12:01 am and 06:30 am; two (2) hours for shifts which begin between 6:30 am and 9:59 am; and four (4) hours for all other shifts.
- (c) an employee, in all cases of absence due to illness may be required to produce a medical certificate, satisfactory to the Employer, and signed by a duly qualified medical practitioner. Such medical certificate must be presented upon returning to work in cases of absence of more than one (1) day. Employees will not be required to supply a doctor's note for a one (1) day absence except in suspected cases of sick leave abuse.
- (d) when an employee has not been working because of illness, leave of absence or any other causes, it shall be **their** responsibility to arrange with the Employer for h **their** return to work prior to **their** intended date of return.

- (e) Where an employee has been frequently absent or absent for a lengthy period of time, or where the Employer has cause to question a medical certificate provided by the employee, the employee shall be examined by a physician mutually agreed to by both. Where the Employer and the employee do not agree on a physician to conduct the examination, the examination shall be conducted by a physician designated by the College of Physicians and Surgeons. The Employer shall pay the cost of the examination. A copy of the physician's report shall be provided to both the Employer and the employee.

**A-4**                      **Pension Plan**

1. The Employer shall maintain an employee pension plan that meets the conditions set forth herein. The plan shall be administered and controlled by the Employer and shall not be part of or be incorporated into the Collective Agreement and shall not be subject to grievance or arbitration. Said Plan shall be in keeping with the Manitoba Pension Legislation.
2. A newly-hired full-time employee shall become eligible to participate in the pension plan following six (6) months of continuous full-time employment at The Fairmont Winnipeg. Should the employee not join the plan at said time, **they** shall upon completion of two (2) years of consecutive full-time employment be enrolled in the Plan.
3. A part-time employee will have one opportunity on a voluntary basis subject to the same period of eligibility as a full-time employee. A part-time employee will be enrolled in the Employer's Pension Plan on the first day of any month coincident with or following the date on which **they** completes two (2) years of consecutive employment with the Employer and has earned the equivalent of at least twenty-five (25%) percent of the years maximum pensionable earnings (YMPE) in each of the two (2) consecutive years of employment

In the event that a part-time employee is awarded full-time status 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 the completion of an initial six (6) months of continuous employment.

4. In addition to this, the following specific terms shall apply to the eligible employees covered by this Collective Agreement:
- (a) the employer and the employee shall contribute 3.2% of earnings up to the Yearly Maximum Pensionable Earnings (YMPE) and 5% of earnings over the Yearly Maximum Pensionable Earnings;
  - (b) membership in the plan shall be in accordance with the provisions stated herein under #2 for all eligible employees of The Fairmont Winnipeg.
  - (c) Earnings shall mean earnings in respect to regular hours worked or paid and overtime hours and shall not include any gratuities that are received by or paid to an employee.

**APPENDIX "B"**  
**WAGES/CLASSIFICATIONS**

**B-1 – Wages and Classifications**

	Current	March 1/2024
<b><u>Front Office</u></b>		
<b>Front Office Agent</b>		
Start	15.76	<b>16.55</b>
Full	18.55	<b>19.48</b>
<b>Communication Agent</b>		
Start	15.45	<b>16.22</b>
Full	17.92	<b>18.82</b>
<b><u>Reservations</u></b>		
<b><u>Guest Service</u></b>		
<b>Service Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b>Door Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b>Night Service Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b><u>Housekeeping</u></b>		
<b>PM Attendant</b>		
Start	15.45	<b>16.69</b>
Full	17.46	<b>18.86</b>
<b>Room Attendant</b>		
Start	15.45	<b>16.69</b>
Full	17.18	<b>18.55</b>
<b>House-person Attendant</b>		
Start	15.45	<b>16.69</b>
Full	17.18	<b>18.55</b>

<b>Laundry</b>		
<b>Laundry Attendant</b>		
Start	15.45	<b>16.22</b>
Full	17.29	<b>18.15</b>
<b>Washperson</b>		
Start	15.45	<b>16.22</b>
Full	17.77	<b>18.66</b>
<b>Dry Cleaner/Presser</b>		
Start	15.45	<b>16.22</b>
Full	17.99	<b>18.89</b>
<b>Stewarding</b>		
<b>Senior Steward</b>		<b>19.44</b>
<b>Night Cleaner</b>		
Start	15.45	<b>16.22</b>
Full	17.09	<b>17.94</b>
<b>Kitchen Steward</b>		
Start	15.45	<b>16.22</b>
Full	17.46	<b>18.33</b>
<b>Culinary</b>		
<b>Chef de Partie</b>		
Start	20.14	<b>21.15</b>
Full	23.70	<b>24.89</b>
<b>1st Commis</b>		
Start	18.36	<b>19.83</b>
Full	21.61	<b>23.34</b>
<b>2nd Commis</b>		
Start	16.51	<b>17.34</b>
Full	19.44	<b>20.41</b>
<b>Cook's Helper</b>		
Start	15.45	<b>16.22</b>
Full	17.00	<b>17.85</b>
<b>Apprentice Cook Year 1 1st-6 months</b>	15.45	<b>16.22</b>
<b>Apprentice Cook Year 1 2nd-6 months</b>	15.45	<b>16.22</b>
<b>Apprentice Cook Year 2 1st-6 months</b>	15.45	<b>16.22</b>
<b>Apprentice Cook Year 2 2nd-6 months</b>	16.52	<b>17.35</b>
<b>Apprentice Cook Year 3 1st-6 months</b>	17.5	<b>18.38</b>
<b>Apprentice Cook Year 3 2nd-6 months</b>	18.47	<b>19.39</b>



The Employer agrees to hire no more than three (3) Apprentices at any one time in the Culinary Department under the following terms and conditions:

The above hourly rates for Apprentices are based on the following percentage of the 2nd Commis rate:

1st year	1st 6 months	70%
	2nd 6 months	75%
2nd year	1st 6 months	80%
	2nd 6 months	85%
3rd year	1st 6 months	90%
	2nd 6 months	95%

To be entitled to participate in an apprenticeship program, an employee must first obtain the authorization from the Director of **Talent & Culture**.

Culinary apprentices will be trained in accordance with the rules and regulations established by the Fairmont Hotels and Resorts Culinary Apprenticeship Program.

An Apprentice shall move from level to level without posting.

It is understood and agreed that while an employee is on an apprenticeship program, said employee shall not be displaced during such period.

Upon completion of said program, the employee will only be classified as a 2nd Commis, should there be an existing position. Should no position exist, then said employee shall maintain the rate applicable to a 3rd year apprentice until a position becomes available and **they are** awarded said position based on **their** qualification, at which time **they** shall be paid in accordance with the position **they are** occupying.

	<b>Current</b>	<b>March 1, 2024</b>
<b><u>Lounge at the Fairmont</u></b>		
<b>Bartender</b>		
Start	17.37	<b>18.24</b>
Full	18.72	<b>19.66</b>
<b>Service Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b><u>In Room Dining</u></b>		
<b>Refreshment Centre Attendant</b>		
Start	15.45	<b>16.22</b>
Full	16.72	<b>17.56</b>
<b>Service Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b><u>Velvet Glove Restaurant</u></b>		
<b>Host/Hostess</b>		
Start	15.98	<b>16.78</b>
Full	18.82	<b>19.76</b>
<b>Service Assistant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b>Service Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b><u>Banquets</u></b>		
<b>Senior Banquet Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b>Service Attendant</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>
<b>House-person</b>		
Start	15.45	<b>16.22</b>
Full	15.45	<b>16.22</b>

(b) **Retroactive Pay**

All employees in the bargaining unit on the date of Union ratification shall receive full retroactive pay to **March 1, 2024** for all hours worked and/or paid. Said retroactivity shall be paid to eligible employees on a separate pay cheque.

(c) **Across the Board Increases**

The Employer agrees to increase all hourly rates of pay under Appendix B according to the following schedule:

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

Effective Date	Increase
<b>March 1, 2024</b>	<b>5%</b>
<b>*March 1, 2024</b>	<b>8%</b>
<b>*For Housekeeping and 1<sup>st</sup> Commis positions only</b>	

These wage increases have already been incorporated in Appendix B-1 a) above.

- (d) During the entire length of the probationary period of an employee, the Employer will ensure that the hourly rate combined with the gratuity paid are meeting the requirement of the minimum hourly wage as set by the Manitoba Employment Standards Code applicable at the time of said probationary period.

**B-2 COMMUNITY COLLEGE, ACADEMIC INSTITUTION AND TECHNICAL SCHOOL STUDENTS**

The Employer and the Union agree that the Hotel will employ, from time to time, students from community colleges, academic institutions, and technical schools, to a maximum of four (4) students at any one time, to work for a maximum of sixteen (16) weeks at any one time, for the purpose of attaining skills in hotel service, management, and culinary expertise. The parties agree that students must be scheduled not less than twenty-five (25) hours per week and that said students will be identified to the Union, in writing, by the Employer from time to time. Said students will not be employed for the purpose of depriving full time or part time employees of their regular shifts or hours in the assigned department.

Once the students have obtained their 400 hours of work experience and should they wish to continue to be employed at the Hotel, they must contact either their Department Head or Director of **Talent & Culture** to discuss future employment opportunities. The employee's seniority will start upon the employee commencing in a part time or full time position.

**B-3 MINIMUM WAGE GAP**

In the event the Province of Manitoba changes the minimum wage during the life of this Agreement, all rates which are below the new minimum wage shall be adjusted so that they are fifteen (\$0.15) cents above the new minimum wage effective the date of the minimum wage increase

**B-4 LONG SERVICE RECOGNITION**

An Employee, commencing on their thirty-first (31st) year anniversary date and each year thereafter, shall receive one (1) additional day with pay. Employees will not be entitled to this additional day off with pay in years where they are entitled to their bonus week of vacation as outlined in article 13.21. The additional day off shall be scheduled on a day that is mutually agreeable to the parties and shall not be unreasonably denied. The Long Service Recognition Day will be utilized in the year it was awarded to them, this day is not to be carried forward. It is the employee's responsibility to track this day.

## **APPENDIX "C" - UNIFORMS**

The Employer agrees, for full-time employees who have been employed for six (6) or more months, to provide the designated uniform item and replace same due to normal wear and tear, at no cost to the employees.

<b><u>DEPARTMENT</u></b>	<b><u>UNIFORM</u></b>
Banquets	Shirt/Blouse (3) Vest (2) Pants (2) Tie (2)
Royal Service	Suit (2) Tie (2) Shirt (2)
Royal Service/Communications Tie (2)	Jacket (2) Shirt/Blouse (2) Skirt/Pants (2)
Front Office	Suit (2) Shirt / Blouse (2) Tie (2)
Room Attendant	Pants (2) Tunic (2)
House Attendant	Shirt (3) Pants (2)
Laundry	Pants (2) Shirt (3) Men's Shirt (3)
Kitchen	Jackets (4) Pants (4) Aprons (4) Green Cloths (4) Neckerchief (2)
Stewards	Shirt (3) Pants (3) Aprons (3)
VG Restaurant	Shirts/Blouse (3) Tie (2) Pants (2) Vest (2) Day Shift - Aprons (3)
VG Lounge	Shirt/Blouse (3) Pants/Skirts (2)

Uniforms supplied by the Employer are the property of the Employer and shall not be worn outside the workplace.

## APPENDIX "D" - PRIVILEGED LAY-OFF STATUS

During low volume business periods in which the Employer 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 **Talent & Culture**, the employee and the Union, it will be permissible for a full time 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 **Talent & Culture** on March 15th 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 full time employee per Classification per Department absent on such basis;
  - ii) the full-time employee's age and years of continuous service total at least seventy (70);
  - iii) said Privilege must be granted based on seniority;
  - iv) once all other employees have been recalled from lay-off and, in the event that the Employer 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** employment shall be terminated.
- (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** employment shall be terminated.

## **APPENDIX "E" MFCW LOCAL 832 EDUCATION AND TRAINING TRUST FUND**

- E-1** The Employer agrees to contribute into the Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund, the additional cents per hour as indicated below:
- \$0.02 per hour effective February 1st, 2001.
- E-2** The cents-per-hour contribution indicated above shall be paid for all regular hours paid, not including weekly indemnity and long term disability, but including sick pay, vacation pay and General Holidays for all employees in the bargaining unit, to the maximum of the basic work week.
- E-3** Contributions together with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to E-2 above shall be forwarded within twenty-one (21) days after the close of the Employer's four or five week accounting period. Cheques shall be made out to the MFCW Local 832 Education and Training Trust Fund.
- E-4** The purpose of the above contribution is to provide hotel required training for employees of The Lombard who are members of the bargaining unit in co-operation with the Employer and as determined from time to time by the Union and the Employer.
- E-5** The Union will keep the Employer informed on a quarterly basis of the utilization, the amount spent and the book balance of said Manitoba Food & Commercial Workers, Local 832 Education and Training Trust Fund.

## APPENDIX "F" - MISCELLANEOUS

### F-1 Cantina

The Employer agrees to assign only Culinary Department employees to work in the Cantina to serve food, whenever required.

Cantina versus Cook Helper, the Employer is withdrawing its proposal of deleting Cook helper, but is informing the Union that should a present incumbent leave **their** position (change position or leave the Company) the Employer will not replace said vacancies. Furthermore, the main duty of said incumbents will be assigned Cantina's work and then Culinary Cook Helper's work.



**LETTER OF AGREEMENT**

**BETWEEN**

**THE FAIRMONT WINNIPEG, AS AGENT FOR THE EMPLOYER, LOMBARD  
HOSPITALITY INC.  
(HEREINAFTER REFERRED TO AS "THE EMPLOYER"),**

**OF THE FIRST PART,**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL 832  
(HEREINAFTER REFERRED TO AS "THE UNION"),**

**RE: DEPARTMENT MEETINGS – LABOUR/MANAGEMENT MEETINGS**

From time to time it may be necessary to schedule meetings for certain Departments within the hotel to discuss areas of issue/concern. Should these meetings need to take place the Full Time Union Representative will contact the Director of **Talent & Culture** to schedule such meeting. The meeting will be scheduled at a time mutually agreeable to the parties and will allow for any members that are required to be in attendance.

The Union and/or the Employer can also request at any time, should they deem it to be necessary, a Labour/Management Meeting. The Labour/Management Committee shall consist of the two (2) members of the Bargaining Unit for the Union and of two (2) representatives of the Employer. It is agreed that the Union or the Employer may invite an additional participant to attend a meeting where their participation is required. Should both parties, by mutual agreement, agree to increase the core number of the committee, each party will be responsible for nominating their additional representative.

The purpose of these meetings is to discuss subjects of mutual interest related to the hotel operation.

The committee meetings shall be held at a mutually agreed time and the parties must inform one another, insofar as possible, regarding the subjects they wish to include on the agenda.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2024**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF AGREEMENT**

**BETWEEN**

**THE FAIRMONT WINNIPEG, AS AGENT FOR THE EMPLOYER, LOMBARD  
HOSPITALITY INC.  
(HEREINAFTER REFERRED TO AS "THE EMPLOYER"),**

**OF THE FIRST PART,**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL 832  
(HEREINAFTER REFERRED TO AS "THE UNION"),**

Within six (6) months following the signing of the new collective agreement, a Joint Labour/ Management Committee shall be established.

The Joint Labour/Management Committee shall consist of two (2) members of the Bargaining Unit for the Union and two (2) representatives for the Employer. It is agreed that the Union or the Employer may invite additional participants to attend a meeting where their participation is required. Should both parties by mutual agreement agree to increase the core number of the committee, each party will be responsible for nominating their additional representative.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2024**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**EXHIBIT ONE**


**TO: THE NEW OR REHIRED EMPLOYEE:**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832**, and **The Fairmont Hotel** contain the following statements:

“All employees covered by this Agreement who are members of the Union, shall remain members of the Union in good standing during the duration of this Agreement. All newly hired or rehired employees who are not members of the Union shall make application for membership within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days and remain members in good standing during the duration of this Agreement.

The Employer shall deduct from the wages of each employee, such Union dues as are authorized by the Union. The Employer shall also deduct from newly hired or rehired employees such initiation fees and assessments as are specifically authorized by affected employees. Monies deducted during any four-calendar-week period shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four-calendar week period and shall be accompanied by an electronic statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the foregoing payment, with the name change of employees who have changed their name on the Employer's record.”

Please complete the attached Membership Application sample below and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

**MEMBERSHIP APPLICATION**  **United Food & Commercial Workers Union, Local No. 832** Manitoba, Canada CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION

LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	LOCAL UNION BRANCH NO.
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize [redacted] to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as credits apply. (Cross out "I authorize" if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	
COMPANY'S NAME	ADDRESS	LOCAL		DEPARTMENT/NO.	I have read the application for membership and have declared the handling of grievances and other policies and procedures to receive information from the Union and Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.
CLASSIFICATION	PHONE NO.			FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	

I have read the application for membership and have declared the handling of grievances and other policies and procedures to receive information from the Union and Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_ LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: \_\_\_\_\_

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-9832.