

**HOLIDAY INN HOTEL AND SUITES
DOWNTOWN WINNIPEG**

**FROM: July 1, 2016
TO: September 30, 2020**

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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



HOLIDAY INN HOTEL & SUITES DOWNTOWN WINNIPEG

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EXP. DATE: September 30, 2020

BETWEEN:

**WINNIPEG DOWNTOWN
ENTERPRISES LTD., operating
as HOLIDAY INN HOTEL &
SUITES DOWNTOWN
WINNIPEG, 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".**

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 Holiday Inn Hotel & Suites Downtown Winnipeg, in the City of Winnipeg, in the Province of Manitoba, save and except one (1) Operations Manager, Sales Personnel, one (1) Guest Services Manager, one (1) Guest Experience Champion, three (3) Front Desk Supervisors, one (1) Housekeeping Manager, one (1) Housekeeping Supervisor, one (1) Kitchen Supervisor, one (1) Maintenance Manager, one (1) Restaurant Manager, one (1) Night Manager, Accounting Personnel, those above the classification of Manager, and those excluded by the Act.

1.02 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 Employer shall provide a list of excluded persons and the positions they hold whenever a request to do so is received from the Union.

1.03 Any person excluded from the bargaining unit shall not perform duties that are normally performed by the employees they supervise. The parties recognize, however, that employees of the Employer in out-of-scope positions may, (when the situation so requires) need to help employees covered by this Collective Agreement in the following circumstances:

- a) in order to maintain the quality of service to customers;
- b) where the work is for the purpose of instruction or coping with an emergency such as but not limited to an event beyond the control of the Employer;
- c) when there are no bargaining unit employees available and able to do the work required, and the Employer has made a reasonable effort to contact qualified employees.

1.04 Under no circumstances shall bargaining unit work performed by employees in out-of-scope positions cause the elimination of any position now covered in the collective agreement, nor cause the reduction in hours of a part-time employee, nor cause the reduction of a full-time employee to a part-time employee.

ARTICLE 2 **DEFINITIONS**

2.01 **Full Time Employee**

A full time employee shall be a person who is scheduled to work not less than thirty (30) hours per week.

2.02 **Part Time Employee**

A part time employee shall be a person who is scheduled to work less than thirty (30) hours per week.

2.03 **Casual Employee**

Means an employee who may be called in on an irregular basis to work in the hotel. Casual employee 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. Casual employees shall not be utilized to prevent the hiring of part time or full time employees.

2.04 **Masculine or Feminine Gender**

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 **Plural and Singular**

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 **Promotion**

A promotion shall mean the transfer of an employee to a classification with a higher maximum rate of pay.

2.07 **Demotion**

A demotion means the transfer of an employee to a classification with a lower maximum rate of pay.

2.08 **Spouse**

The term spouse means a person who is married or in a common-law relationship for a minimum of one year in length and can be of the same or opposite sex.

2.09 **Lay-off**

A lay-off 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.

ARTICLE 3 UNION SHOP

3.01 The Employer agrees to retain in its employ within the bargaining unit only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hire or rehire" shall not apply to employees who are on layoff.

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

The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, 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, the contents to be such that it is acceptable to the Employer. The Employer agrees to provide the Union once a month with a list containing the names of all employees who have terminated their employment during the previous month.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month 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 (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written 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 monthly cheque, with the name change of employees.

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

4.03 The Union shall give the Employer four (4) weeks' prior written notice of any change in the amount of dues to be deducted.

4.04 The Union agrees to hold the Employer harmless for the wrong deduction of union dues or assessments.

ARTICLE 5 PROBATIONARY PERIOD

5.01 Any employee who is hired by the Employer shall be on probation for their first four hundred eighty (480) hours of employment. 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.

 The Employer may extend the probationary period of an employee for a further one hundred (100) hours, upon mutual agreement by the Union.

ARTICLE 6 HOURS OF WORK

6.01 The basic work week for full time employees shall be at least thirty (30) hours per week consisting of five (5) consecutive work days from Monday to Sunday. Any employee who works an average of thirty hours or more per week for **twelve (12)** consecutive weeks shall be deemed to be full-time. If an employee drops

below 30 hours a week for **twelve (12)** consecutive weeks they shall be considered to be part time.

The provisions of this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, nor guarantee of a working schedule.

6.02 Consecutive Hours of Work

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work unless mutually agreed to otherwise by the employee and the Employer. If a split shift is agreed to between the employee and the Employer, the first part of the split shift shall not be shorter than three (3) hours in duration.

6.03 Work Schedules

The Employer shall post a one (1) week work schedule for all employees not later than Wednesday of each week prior to the schedule coming into effect. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Wednesday, then the schedule already posted shall apply for the following week. Said schedule may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases changes requested by the Employer and/or the employee may be made if the change is mutually agreeable.

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full time employees.

6.04 Time Clock

The Employer shall provide a **hand swipe** time clock to enable employees to record their time for payroll purposes. Employee shall swipe their **hand** at the time they start and finish work. Employees shall not be required to do any work related to tasks of the Employer prior to or after recording their time. Employees shall be entitled to review their statement of earnings and deduction upon request with the accountant if they feel there is an error. The current practice of a written time sheet in the kitchen as back up shall be maintained. If a kitchen employee cannot take their break during a shift they shall inform the manager on duty or their designate, and make a note on the written time sheet, which shall be initialled by the manager.

6.05 Time Off Between Shifts

The Employer shall provide a minimum of eight (8) hours off between shifts for all employees unless mutually agreed to otherwise by the employee and the Employer. In the absence of mutual agreement, in instances where such time off is not provided, the Employer shall pay time and a half (1½) for the entire second shift.

6.06

Housekeeping Assignments

- a) The Employer shall make every attempt to equally distribute the number of rooms to be cleaned where the guest is checking out that day amongst the Housekeeping staff scheduled that day. Housekeepers will only be required to stay after their scheduled shift to finish cleaning by mutual consent.
- b) When a room is dropped by the Housekeeping Supervisor from the assignment of a Housekeeper for any reason including "Do Not Disturb", the Housekeeper will **(1) reassign another room to the affected employee from a junior housekeeper; (2) assign other duties to the affected housekeeper, including but not limited to laundry or building cleaning; or (3) if no other duties are available, send the employee home early.**

ARTICLE 7

MEAL AND REST PERIODS

7.01

Meal Periods

- (a) Employees working shifts greater than 5 hours shall receive one (1) uninterrupted meal period without pay of not less than thirty (30) minutes. If the employee cannot take their meal break they will be paid for the time worked or be able to leave one-half (1/2) hour before the scheduled end of their shift.
- (b) Meal periods for all employees shall be taken at approximately the mid point of their daily shift.

7.02

Rest Periods

- (a) Employees who work greater than 7 hours 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 daily shift and the other rest period shall be taken during the second half of said daily shift.
- (b) Rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

7.03

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.

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.

8.02 Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee on the shift who has the ability to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority. If no employee agrees to work over time shift then the junior employee will be required to work the over time shift.

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 |
| Terry Fox Day | |

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

9.02 In order for an employee to qualify for a general holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to and following such holiday. Vacation, illness, injury, or bereavement shall not disqualify an employee.

9.03 If a general holiday 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.

9.04 Eligible employees shall receive holiday pay based on five percent (5%) of their total wages, excluding overtime wages, for the four (4) week period immediately preceding the general holiday.

9.05 All employees working on general holidays as designated above shall be paid general holiday pay as per 9.04 above which they would have received had they not worked, plus an additional time and one-half (1½X) the regular hourly rate of pay for all such time worked.

ARTICLE 10 MINIMUM SHIFT

10.01 No employee shall be scheduled to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

10.02 No employee shall be called in on a scheduled day off to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours.

10.03 Any employee called in to work for the purposes of training outside of regularly scheduled hours shall be paid at straight time for all time spent in the hotel or three (3) hours at the appropriate rate of pay, whichever is greater.

ARTICLE 11 RELIEVING RATES/TEMPORARY ASSIGNMENTS

11.01 Any employee who is temporarily assigned to work in a higher paying classification for one (1) hour or more shall receive the higher rate of pay for all time so employed.

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 for all time so employed. Employees may volunteer to work at the lower rate for the purpose of maximizing hours.

ARTICLE 12 VACATIONS

12.01 Full-time employees who, on January 1st of each year, have less than five (5) years of continuous service with the Employer since their most recent date of hire, shall receive two (2) weeks' vacation with pay at four (4%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

12.02 Full-time employees who, on January 1st of each year, have five (5) years but less than ten (10) years of continuous service with the Employer since their most recent date of hire, shall receive three (3) weeks' vacation with pay at six (6%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

12.03 Full-time employees who, on January 1st of each year, have ten (10) years or more of continuous service with the Employer since their most recent date of hire shall receive four (4) weeks' vacation with pay at eight (8%) percent of the gross earnings paid to them during the previous calendar year ending December 31st.

12.04 Full-time employees entitled to two (2), three (3), or four (4) 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, or eight (8%) percent, as the case may be, of their gross earnings during the period of employment for which no vacation allowance was paid.

12.05 The Employer agrees to follow the principle of seniority 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.

12.06 (a) Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up, subject to 12.06 (b).

(b) **Employees shall be permitted to take their annual vacation in one to four day periods for all but one (1) week of their annual vacation. The remaining one (1) week shall be taken consecutively.**

12.07 The Employer shall post a vacation planner by January 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until January 31st of each year to write in their preferred vacation time. On February 15th of each year the Employer shall post a finalized vacation schedule. Subject to 12.05 the employees must schedule their vacation by October 31st each year, failing which the Employer will schedule it for them. Employees who wish to take their vacations prior to January 31st shall make such a request directly to the Employer and approvals shall be given on a first come first served basis. Employees who do not apply for vacations by January 31st shall be awarded their vacation on a first come first served basis.

12.08 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 continuous employment since date of last hire | four (4%) percent of total gross earnings |
| (b) five (5) years or more continuous employment since date of last hire | six(6%) percent of total gross earnings |

(c) ten (10) years or more
continuous employment since
date of last hire

eight (8%) percent of total
gross earnings

12.09 Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on weeks corresponding to their percentage entitlement.

12.10 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 leaving on vacation. Otherwise vacation allowance for part-time employees shall be paid on the regular pay date following January 1st of each year.

12.11 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.

12.12 It is understood that employees are expected to take all of their earned vacation in each calendar year. Vacation credits shall not be accumulated from one year to the next unless the employee has been unable to take all of their vacation leave due to special circumstances that have been approved by the Employer. Up to one (1) week of unused vacation leave may be carried over to the next vacation year.

12.13 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.

12.14 Any accumulated vacation pay not received in vacation leave shall be paid to employees if requested in writing to the Manager. It is understood that after receiving such a request, any time off taken for which no further vacation pay has been accumulated will be time off without pay.

ARTICLE 13 MANAGEMENT RIGHTS

13.01 The management of the Employees 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 proper cause, are to be the sole right and function of the management.

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

13.03 The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee bound by the Collective Agreement.

ARTICLE 14 NOTICE OF LAY-OFF/CLOSURE/SEVERANCE PAY

14.01 (a) **Notice of Lay-off**

The Employer shall notify all non-probationary employees who are to be laid off, one (1) week prior to the effective date of the lay-off or shall award pay in lieu thereof. If the layoff is for longer than eight (8) weeks in a sixteen (16) week period then notice of termination is required.

(b) **Notice of Termination**

Non-probationary employees who have worked for the Employer less than one (1) year shall provide the Employer one (1) week notice of termination. Non-probationary employees who have worked for the Employer for greater than one (1) year shall provide the Employer two (2) weeks' notice of termination.

14.02 The Employer shall provide notice as follows to non-probationary employees based on service or shall award pay in lieu thereof:

| | |
|---|-------------------------|
| Less than one (1) year of service | One (1) week notice |
| One (1) year but less than three (3) years of service | Two (2) weeks' notice |
| Three (3) years but less than five (5) years of service | Four (4) weeks' notice |
| Five (5) years but less than ten (10) years of service | Six (6) weeks' notice |
| Ten (10) or more years of service | Eight (8) weeks' notice |

If the group of employees to be terminated due to a permanent closure of all or any portion of the Employer's operation is great than fifty (50) people they will receive ten (10) weeks notice or pay in lieu of notice and if the group is larger than one hundred (100) people they shall receive fourteen (14) weeks notice or pay in lieu thereof, prior to the effective date of such closure.

14.03 **Severance Pay**

In the event the Employer's operation or part of the operation permanently closes, each affected employee shall receive 8 hours of pay per year of service as severance pay.

ARTICLE 15 PAYMENT FOR MEETING ATTENDANCE

15.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

15.02 Any employee who is required by the Employer to attend a meeting outside of their assigned working hours shall be paid actual time spent at the meeting or three (3) hours pay, whichever is the greater.

ARTICLE 16 STRIKES AND 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 REPRESENTATIVE'S VISITS

17.01 After receiving permission from management, which permission shall not be unreasonably denied, duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operations for the purpose of observing working conditions, and interviewing members and unsigned employees.

17.02 The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible.

17.03 Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees. Any such meeting shall take place in a private location that is acceptable to the Union **and the Employer.**

ARTICLE 18 SHOP STEWARDS

18.01 The Employer shall recognize two (2) Union Shop Stewards 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.

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 for exercising their rights under the terms of the Collective Agreement.

ARTICLE 19 LEAVES OF ABSENCE

19.01 Personal Leave

An employee may apply for a leave of absence for personal reasons. Where the leave is for a period of one (1) week or more the application must be **submitted two (2) weeks' in advance, unless exceptional circumstances exist**, in writing by the employee to the Employer and written confirmation of said leave shall be given to the employee involved **within one (1) week after receiving the employee's written request**.

19.02 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required. 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

Subject to operational requirements a leave of absence without pay 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. The duration of any such leave shall not normally exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than five (5) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer.

19.04 Negotiation Leave

The Employer shall allow two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

19.05 **Compassionate Care Leave**

Compassionate Care Leave shall be provided in accordance with the *Employment Standards Code* and *Employment Insurance Regulations*.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per 19.08 of the Collective Agreement.

19.06 **Jury Duty/Selection Leave**

All employees summoned to jury duty/**selection** shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, to a maximum of five (5) regularly scheduled working days per occasion.

19.07 **Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or Employer shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

19.08 **Bereavement Leave**

All non-probationary employees shall be granted time off work with pay to a maximum of three (3) consecutive scheduled work days if they were scheduled to work at the time in the event of death in the their immediate family. The term "immediate family" shall mean: spouse (as defined in 2.08 of this Agreement), **fiancée**, parent, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, legal guardian, brother, brother-in-law, sister, sister-in-law, child, or stepchild.

All employees shall be granted time off work with pay to a maximum of one (1) scheduled work day if they were scheduled to work at the time in the event of death of the employee's grandparent, grandchild, step-grandparent, **or** step-grandchild.

In the event of the death of an aunt, uncle, cousin, niece or nephew, the employee shall be entitled to one (1) day off without pay to attend the funeral.

Additional travel time without pay may be granted at the discretion of the Employer.

19.09 **Maternity Leave**

Maternity Leave shall be provided in accordance with the *Employment Standards Code*.

19.10 **Parental Leave**

Parental Leave shall be provided in accordance with the *Employment Standards Code*.

19.11 **Child Bearing Support Leave**

Employees not entitled to maternity leave shall be granted a three (3) day child bearing support leave of absence without pay which shall be taken within seven (7) calendar days following the birth or adoption of their child. Said employee may also request an additional seven (7) calendar days off, without pay, if so desired. Child bearing support leave shall be in addition to any parental leave the employee may be entitled to.

19.12 **Family Leave**

Family Leave shall be provided in accordance with the *Employment Standards Code*.

ARTICLE 20 SENIORITY

20.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit, inclusive of training days, from the most recent date of hire.

20.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all lay-offs, and during all periods of sickness and/or injury.

20.03 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) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of **six (6)** months or is called back to work after a lay-off and does not return to work within seven (7) calendar days of receiving a registered letter sent to their last known address;
- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee such as sickness;

- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

20.04 The selection of employees for vacant or new positions shall be on the basis of qualifications, ability and seniority. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Seniority shall be the governing factor in relieving an employee in a higher paying classification, leave requests, scheduling daily hours of work and recall after layoff, providing the more senior employee has, in the judgment of the Employer which shall not be exercised in an arbitrary or discriminatory manner, the ability to satisfactorily be able to perform all aspects of the work required.

Reverse order of seniority shall be the governing factor in all matters of non-disciplinary demotion, layoff, and reduction to part-time, providing the more senior employee has, in the judgement of the Employer which shall not be exercised in an arbitrary or discriminatory manner, the ability to satisfactorily be able to perform all aspects of the work required.

20.05 **Job Posting**

- (a) If the Employer decides to fill a permanent full time vacancy it will post the job for a period of seven (7) working days, and employees shall have the right to bid for the job in writing during that period. The posting shall contain the job being posted, and the rate of pay. The successful applicant will be awarded the job within fourteen (14) working days of the closing of the posting.
- (b) If during the first thirty (30) calendar days an employee proves unsatisfactory in the job to which they have posted, or elects to leave such job, the employee shall be returned to their former job and appropriate rate of pay, if it still exists, or to another comparable job.

In either event, should the removal of the employee from the posted job make it necessary to reverse the transfer or promotion of any other employee, that employee will also be returned to their former job and appropriate rate of pay or another comparable job.

20.06 No new employees shall be hired by the Employer so long as there are qualified employees who are able and willing to perform the work required, or so long as there are employees who are on lay-off status who are able and willing to perform the work required.

20.07 The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Employer's premises.

20.08 **Insufficient Work**

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 all employees covered by this Agreement, unless he / she requests to leave early on his / her own accord.

ARTICLE 21 SAFETY AND HEALTH

21.01 The Employer agrees to abide by the Workplace Safety and Health Act C.C.S.M. c. W210 2010.

21.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 21.01 above.

21.03 First aid stations shall be provided for and maintained at the current locations on the Employer's premises and shall be available for employees to use when they are at work.

21.04 The Employer shall ensure that at all times there is a clean and tidy lunchroom as well as clean and tidy washrooms available to the employees.

21.05 Subject to availability the Employer shall provide each employee in the bargaining unit with a full size locker so as to enable said employees to securely store their own personal property while at work. No locker search shall be conducted by the Employer without the presence of a Shop Steward or police.

21.06 The Employer shall ensure that lunchroom amenities include a coffee maker, microwave oven, fridge, and sink for employees to use during their meal and/or rest periods.

21.07 In order to assure the safety of the front desk staff, the Employer shall ensure that a minimum of two (2) staff are scheduled on the premises at all times.

ARTICLE 22 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAY

22.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement. The hourly rates of pay provided for in Appendix "A" apply to job classifications and not to individuals.

22.02 Hourly rates of pay for any new classification that may be established by the Employer and which comes within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

22.03 Employees shall be paid every second Thursday by direct deposit. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

ARTICLE 23 COURT'S DECISION

23.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 24 SALE OF BUSINESS

24.01 Sale of Business

 If the Employer sells the business, they shall inform the other person or employer buying the business that there is an existing Collective Agreement in effect.

24.02 Leasing or Contracting Out of Portions of the Business

 If the Employer leases or contracts out the business as a whole or in part, employees shall be given notice of the effective date of such change in the same amounts as per 14.02 of the Collective Agreement. The Collective Agreement shall remain in force and effect and continue to cover all employees of the leased or contracted out business. Employees shall be given an opportunity to sever their

relationship or stay employed under the new arrangement. Any existing employee who chooses to remain employed shall be offered employment under the new arrangement.

ARTICLE 25 DISCIPLINE/DISCHARGE

25.01 A Full-time Union Representative, Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being disciplined or is being discharged unless the employee waives the right.

25.02 All disciplinary meetings shall be held in private and shall take place in a location on the Employer's premises.

25.03 The affected employee and the person who attends the disciplinary meeting with them, as per 25.01, shall be given a copy of any disciplinary notice which is to be entered on the employee's personnel file and shall be given a copy of any discharge notice that is given to the employee. A copy of the disciplinary notice shall be **emailed** to the Union office within forty-eight (48) hours of the meeting with the affected employee.

25.04 The Employer shall remove all written disciplinary notices from the employee's personnel file after twelve (12) calendar months from the date of receiving the discipline, as long as the 12 months is discipline free. The Employer shall not be able to use any such disciplinary notice against the employee at a later date.

25.05 The Employer agrees that upon two (2) weeks written notice, an employee, shall have the right to book a time with the employer to review their personnel files. Employees shall have access to the grievance and arbitration provisions of this agreement to dispute any entries on their file that they were not aware of at the time they were issued. Employees shall be able to make notes of documents in their personnel files when requested.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 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.

26.02 Where the Union requires information regarding a grievance dealing with hours of work, pay and/or seniority, the Employer shall promptly supply such information in writing to the Union within seven (7) calendar days from the date of a written request.

26.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.04 **Any employee who feels that there has been a violation of the collective agreement should first raise the matter informally with his or her shop steward or immediate supervisor. If the matter is not resolved, then the employee may file a grievance in writing.**

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 Manager or his or her designated appointee. The Manager 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 Employer official designated by the Employer to handle Labour Relations matters. 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.

26.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 28 or the grievance shall be deemed to have been abandoned.

26.07 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed by the Employer and the Union, this procedure may only be used in situations here grievance mediation services are not available through provincial legislation.

26.08 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 mutual agreement between the Union and the Employer.

ARTICLE 27 ARBITRATION

27.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) calendar 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 Unless otherwise mutually agreed to between the Union and the Employer, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.

27.03 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.

27.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision within twenty-eight (28) days of hearing the matter.

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 BOARD

28.01 The Employer shall allow the Union to install its own bulletin board at a mutually agreeable location for the purpose of posting Union notices that may be of interest to union members and the union will advise the employer in advance of posting any notices. The contents of such notices will not in any way be derogatory to the Employer, or its management, employees, suppliers or customers.

ARTICLE 29 HARASSMENT/DISCRIMINATION

29.01 The Employer and the Union agree that any harassment and/or discrimination that is contrary to Manitoba law shall not be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that they have been harassed and/or discriminated against is encouraged to report such misconduct to the General Manager and the Union Representative. Such reports shall be dealt with in confidence and as expeditiously as possible.

ARTICLE 30 UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT

30.01 The Employer shall provide uniforms to staff when needed and pay for dry cleaning services on any that require same. The uniforms shall be replaced when necessary due to normal wear and tear. Kitchen employees shall each be supplied jackets (2 for full-time) and aprons.

30.02 When employees are required to wear a uniform the employer agrees that it will supply two (2) uniforms to each full time employee & one (1) uniform to each part time employee at the employer's expense. Uniforms will include tops and pants.

Notwithstanding the paragraph above, employees in the restaurant will only receive tops as per current practice.

30.03 If and whenever the employer supplies a washable uniform, the employee shall be required to launder, repair, and at times take reasonable care to maintain the quality of uniform as may be designated from time to time by the employer, at the employee's expense for cleaning. Kitchen staff shall be able to utilize the laundry services of the hotel for laundering of their uniforms.

30.04 The Employer shall supply each employee who requires same with all the necessary protective clothing and/or equipment that is required by the employee during working hours.

30.05 Footwear Allowance

The Company will reimburse full-time employees up to fifty (\$50.00) dollars per year toward the cost of footwear upon presentation of a receipt. Eligible employees will receive reimbursement for footwear upon completion of six (6) months' service. Once employees have received the footwear allowance, they must wear such footwear during work hours.

ARTICLE 31 JOB TRAINING AND TRAINING PREMIUMS

31.01 The Employer shall ensure that all employees in the bargaining unit are provided with appropriate training so as to enable them to at all times be familiar with all facets of their job and with all equipment to be used when performing their job. All such training shall be considered as time worked by the employee and shall be paid for in accordance with the terms and conditions contained in this Agreement.

ARTICLE 32 TRANSPORTATION COSTS

32.01 No employee shall be required to use their own vehicle when performing work for the Employer unless they voluntarily agree to do so.

ARTICLE 33 SUPERVISOR PREMIUM

33.01 An employee acting temporarily in the role of Supervisor shall receive a premium of one (\$1.00) dollar per hour for all time worked in such a capacity.

ARTICLE 34 GRATUITIES/FEES/DISCOUNTS

34.01 Meal and beverage gratuities that are left with respect to individual guest bills shall continue to be shared in the current format amongst kitchen and restaurant employees.

34.02 **Banquet**

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.

34.03 Housekeeping gratuities that are left with respect to individual guest bills shall continue to belong to the housekeeping staff for whom they were intended.

34.04 At the discretion of the Housekeeping Supervisor, the number of rooms to be cleaned will be reduced or extra help provided in the event of extremely dirty rooms. This discretion will not be unreasonably denied if notice is given of the room that needs addressing.

34.05 The Employer shall provide, at no cost to the employee, free coffee and tea, for employees to consume on recognized breaks or when on duty.

34.06 The Employer shall provide food for consumption during paid meal breaks at a twenty (20%) percent discount off the menu price of the items ordered. The discount shall be equal for both employees and management personnel. 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).

34.07 The Employer shall continue its past practice as it relates to rooms supplied to staff following the staff Christmas Party.

ARTICLE 35 JOINT LABOUR/MANAGEMENT COMMITTEE

35.01 A Joint Labour/Management Committee shall operate during the term of this agreement consisting of two (2) employee representatives and up to an equal number of employer representatives who shall meet at least once every six (6) months to discuss working conditions, economy of operation, quality and quantity of service, safety and health, workplace stress, violence and abuse prevention, and other matters to promote an ongoing harmonious relationship between the Employer and its employees. The Joint Labour/Management Committee shall meet at the request of either party. The full-time Union Representative shall attend said meetings. All time spent attending Joint Labour/Management Committee meetings by employees shall be considered time worked but time spent at "pre-meetings" will not be considered time worked.

ARTICLE 36 EXPIRATION AND RENEWAL

36.01 This agreement shall remain in force and effect **July 1st, 2016 to September 30, 2020.**

36.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days notice in writing prior to the expiry date of this Agreement. If notice is not given as specified above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article during any renewal year. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of The Manitoba Labour Relations Act.

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

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE EMPLOYER:

Appendix “A” - Wage Rates – A-1

| Classification | Effective Date of Ratification | Effective July 1/17 | Effective July 1/18 | Effective July 1/19 | Effective October 1/20 |
|---------------------------------------|---------------------------------------|----------------------------|----------------------------|----------------------------|-------------------------------|
| Front Desk | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| After 2 years' service | \$11.67 | \$11.90 | \$12.14 | \$12.38 | \$12.38 |
| Restaurant Server | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| After 2 years' service | \$11.67 | \$11.90 | \$12.14 | \$12.38 | \$12.38 |
| Prep Cook/Dishwasher | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| Cook 2 | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| After 2 years' service | \$11.67 | \$11.90 | \$12.14 | \$12.38 | \$12.38 |
| Cook 1 | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| After 2 years' service | \$11.94 | \$12.18 | \$12.42 | \$12.67 | \$12.67 |
| Laundry Attendant/Housekeeping | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| After 2 years' service | \$11.67 | \$11.90 | \$12.14 | \$12.38 | \$12.38 |
| Day Cleaner | | | | | |
| Start | \$11.33 | \$11.56 | \$11.79 | \$12.03 | \$12.15 |
| After Probation | \$11.44 | \$11.67 | \$11.90 | \$12.14 | \$12.15 |
| After 2 years' service | \$11.67 | \$11.90 | \$12.14 | \$12.38 | \$12.38 |
| Maintenance Person | | | | | |
| Start | \$11.73 | \$11.96 | \$12.20 | \$12.44 | \$12.44 |
| After Probation | \$12.48 | \$12.73 | \$12.98 | \$13.24 | \$13.24 |
| After 2 years' service | \$12.73 | \$12.98 | \$13.24 | \$13.50 | \$13.50 |

A-2 **Wage Scale Slotting**

A-2.01 Incumbents are to be placed on the incremental scale according to their service with the hotel since last date of hire.

A-3 **Minimum Wage Changes**

A-3.01 At no time shall any bargaining unit employee be paid less than the applicable statutory minimum wage rates in effect from time to time in Manitoba plus twenty-five (25¢) cents.

Appendix "B"

Health and Welfare Benefits

B-1 Health and Welfare Benefits

B-1.01 The Employer agrees to continue to provide the current Health Care Benefits supplied by Manulife. The current plan provides coverage for dental care, vision care, hearing aids, prescription drugs, professional services like chiropractors and massage therapists for example, travel health, Long-term disability, life and accident insurance. Enrolment shall be subject to eligibility requirements of the Plan and includes the requirement to work twenty-four (24) hours per week **for those hired prior to date of ratification and thirty (30) hours per week for those hired after ratification.**

B-1.02 The Employer shall provide a summary of the Benefit Plan in writing to each existing employee and every new employee. The Union shall also receive a copy of the summary.

B-1.03 The Employer will pay 100% of the premiums to provide single coverage, less the Long Term Disability (LTD) premium. The employee pays the premiums for family coverage and LTD.

B-1.04 In the event that Manulife is replaced as the carrier, the Employer agrees to have the new carrier provide benefits that are equal to or greater than the Manulife plan. When there are any changes made to the Benefit Plan the Employer shall amend the summary and distribute the amended copies to all those referenced in B-1.02.

B-2 Group Retirement Savings Plan Benefits

B-2.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan.

B-3 Canada Savings Bonds Program

B-3.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the Canada Savings Bonds program.

LETTER OF UNDERSTANDING # 1

BETWEEN

**WINNIPEG DOWNTOWN
ENTERPRISES LTD., operating
as HOLIDAY INN HOTEL &
SUITES DOWNTOWN
WINNIPEG**

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832**

Notwithstanding Article 24 of the Collective Bargaining Agreement, the Employer shall have the ability to lease or contract out the restaurant/kitchen.

In the event the restaurant/kitchen is leased or contracted out Employees in those departments shall have the option to:

- a. Receive notice as follows to non-probationary employees based on service or shall award pay in lieu thereof:

| | |
|---|----------------------------|
| Less than one (1) year of service | Two (2) weeks' notice |
| One (1) year but less than three (3) years of service | Four (4) weeks' notice |
| Three (3) years but less than five (5) years of service | Eight (8) weeks' notice |
| Five (5) years but less than ten (10) years of service | Twelve (12) weeks' notice |
| Ten (10) or more years of service | Sixteen (16) weeks' notice |

OR

- b. Employees will have the option to bump into a position within the bargaining unit in accordance with their seniority provided they possess the qualification, skill & ability to do the job.

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

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING # 2

BETWEEN

**WINNIPEG DOWNTOWN
ENTERPRISES LTD., operating
as HOLIDAY INN HOTEL &
SUITES DOWNTOWN
WINNIPEG**

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832**

Notwithstanding Appendix A-1 and Letter of Understanding No. 2 of the Collective Bargaining Agreement, the Employer shall pay Teresa Lopez \$11.79 per hour until such time that this wage rate equals the wage rates set out in the Collective Agreement. In addition to receiving \$11.79 per hour, Teresa Lopez will receive a separate cheque from the Employer within 30 days of ratification in the amount of two (2%) percent of her wages from July 1, 2016 to date of ratification.

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

SIGNED THIS DAY OF , 2017.

FOR THE UNION:

FOR THE EMPLOYER:

EXHIBIT ONE MEMBERSHIP APPLICATION

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 **Holiday Inn Hotel Downtown Winnipeg**, contain the following statements:


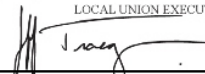
“The Employer agrees to retain in its employ within the bargaining unit only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hire or rehire" shall not apply to employees who are on layoff.

“The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fee.”

“The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee.”

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month 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 (4) or five (5) week accounting period and shall be accompanied by a four (4) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Union shall give the Employer four (4) weeks' prior written notice of any change in the amount of dues to be deducted.”

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 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) | SOCIAL INSURANCE NO. | | |
| MAILING ADDRESS | | CITY | PROVINCE | POSTAL CODE | HOME PHONE | | I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.) |
| PREFERRED LANGUAGE | E-MAIL ADDRESS | | DATE OF HIRE (D/M/Y) | | | | |
| COMPANY NAME | | TOWN/NO./LOCATION | | DEPARTMENT/NO. | | | |
| CLASSIFICATION | EMPLOYER NO. | | FULL-TIME <input type="checkbox"/> | | CASUAL <input type="checkbox"/> | | |
| | | | | PART-TIME <input type="checkbox"/> | | OTHER <input type="checkbox"/> | |
| I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared that I am not a member of any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree to be represented by the United Food & Commercial Workers International Union or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW 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 | | | |
| X | | | |  | | | |

LETTER OF UNDERSTANDING

BETWEEN:

**WINNIPEG DOWNTOWN
ENTERPRISES LTD., operating
as HOLIDAY INN HOTEL &
SUITES DOWNTOWN
WINNIPEG, 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".**

RE: Temporary Amendment to Article 20.03(c)

Due to the reduction in business during the COVID-19 pandemic, the Employer, and the Union entered into discussions regarding Article 20.03(c), mainly the effects it would have on current staff that are laid-off due to the COVID-19 Pandemic that began in March of 2020.

Based on those conversations, the Employer and the Union have agreed to the following:

As a result of the discussions, the Employer and the Union have agreed to extend the period of time in which an employee can be continuously laid off before losing their seniority rights with the Employer, and having their employment terminated. This period shall be extended from six (6) months, to twenty-four (24) months, or to the ratification date of a new Collective Agreement, whichever is greater.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:
