CELEBRATIONS
(WINNIPEG) LP

FROM: September 11, 2017
TO: September 10, 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,

Jeff Traeger,
President UFCW Local 832

UFCW
your VOICE at work in Manitoba
LOCAL 832

CELEBRATIONS (WINNIPEG) LP

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EXPIRY DATE: Sept 10, 2020

AGREEMENT BETWEEN:

CELEBRATIONS (WINNIPEG) LP, 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 SHALL PROMOTE 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 agent for the employees in the bargaining unit described in Certificate No. 7180 issued by the Manitoba Labour Board on February 5, 2016, described as:

"All employees of Celebrations (Winnipeg) LP, in the City of Winnipeg, in the Province of Manitoba, save and except Stage Managers, Floor Managers, General Manager, Office Administrator, Director of Corporate Sales, those above the rank of General Manager and those excluded by the Act."

1.02 Persons excluded from the bargaining unit shall be entitled to perform work in accordance with past practice. No member of the bargaining unit shall have their hours reduced as a result of such work by excluded employees.

1.03 The Employer shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees January and July of each year **in Excel format** or whenever a written request to do so is received from the Union. The Union agrees to maintain such employee information confidential, and will not provide it to any other person or organization, for any purpose, unless required by law.

ARTICLE 2 DEFINITIONS

2.01 **Employee**

Any person employed in the bargaining unit referred to in Article 1.

2.02 **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.

2.03 **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.

2.04 **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

2.05 **Spouse**

When the word “spouse” is used it may mean a person of the same or opposite sex, dependent on provincial legislative requirements, who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months (common-law) unless specifically outlined in other articles in this Agreement.

2.06 **Day**

Means a Calendar day unless otherwise stipulated.

2.07 **Agreement**

Refers to this collective agreement and any schedules annexed hereto.

2.08 **Grievance**

A complaint arising out of the interpretation, application, administration, employee discipline or alleged violation of this agreement.

ARTICLE 3 CONTRACTING OUT

3.01 The Employer shall not contract out any work that can be performed by members of the bargaining unit without first providing three (3) months' notice and providing an opportunity to the Union to consult.

ARTICLE 4 UNION SHOP

4.01 Employees who are not Union members on the effective date of this agreement shall not be required to become members of the Union, unless they do so on a voluntary basis. All new employees hired after ratification date shall be required to become members of the Union as a condition of employment.

All employees who are members of the Union on the effective date of this agreement and all new employees required to join the Union must remain members of the Union in good standing during the duration of this agreement, to be retained in the employ of the Company.

4.02 The Employer agrees to forward Exhibit One, as attached, duly completed, to the Union within ten (10) calendar days from receipt by the Employee of Exhibit One. The Union shall bear the expense of printing and mailing the letter.

4.03 The Employer agrees to advise the Union of all employees who have left the employ of the Employer during the previous month.

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union and as permitted by law. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay cheques. Monies deducted shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the month during which such deductions were made.

The remittance shall be accompanied by a statement containing the names, addresses, social insurance numbers, classification, wages and dues deducted of the Employees for whom the deduction was made. The Employer shall also provide the Union, at the time of remittance, with the name change of any Employees.

5.02 The Union shall be required to notify the Employer, in writing, of any changes in the amount of dues to be deducted at least one (1) month prior to any such change taking effect.

5.03 The Union agrees to indemnify and save the Employer harmless from losses, damage, costs, liability or expenses suffered or sustained by the Employer as a result of any such deduction or deductions made from payroll, save and except for an error committed by the Employer.

5.04 Each year the Employer will calculate the amount of Union dues, initiation fees and assessments deducted from the employees and indicate same on the T-4 slip of each employee no later than February 28th.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The management of the Employer and the direction of the working force, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, 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.

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

ARTICLE 7 PROBATIONARY PERIOD

7.01 Any employee who is hired by the Employer shall be on probation for their first ninety (90) calendar days 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.

ARTICLE 8 HOURS OF WORK

8.01 **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.

8.02 **Work Schedules**

Box Office

Box office schedules will be done on a monthly basis. Employees must submit in writing their monthly availability no later than the twentieth (20th) day of the month in the month prior to the schedule for that period of time. Box Office staff will be scheduled in such a manner that they will have sufficient time after the closing of ticket sales to finish all tasks required.

Ad Cast

Ad Cast schedules will be done on a weekly basis. Employees must submit in writing their weekly availability no later than the Friday prior to the schedule for that period of time. Ad Cast will be scheduled based on the number of patrons. The current scheduling past practice for Ad Cast employees will be maintained, including employees assigned to special roles. Should there be a change in scheduled procedures the Union and the Employer will meet to discuss the changes.

If a Box Office or Ad Cast employee does not submit an availability in the proper manner as outlined above then it will be assumed that employee has a completely open availability.

8.03 **Time Clock**

The Employer shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their time cards upon request. The Employer shall forward photocopies of all completed time cards to the Union office whenever a written request to do so is received from the Union.

8.04 The regular hours of work for Employees shall not exceed eight (8) hours per day and forty (40) hours per week.

8.05 It is hereby understood that the provisions of this article are intended to provide a basis for calculating time worked and shall not, in any way, be construed as a guarantee of either hours of work per day or per week or of working schedules.

ARTICLE 9 MEAL AND REST PERIODS

9.01 All Ad Cast employees working a shift of three (3) hours but less than five (5) will be entitled to one (1) fifteen (15) minute paid meal break.

9.02 Employees scheduled to work a shift that is greater than five (5) hours shall be entitled to breaks during the shift as follows:

(a) For Ad Cast employees, three (3) fifteen minute paid breaks, taken during the acts of the theatrical production; and

(b) For box office employees, one (1) thirty (30) minute paid meal period.

The breaks shall be taken at a time determined by the Employer to be consistent with efficient operations and will under no circumstance disrupt the production.

ARTICLE 10 OVERTIME

10.01 It is recognized that the business of the Employer is such that overtime is required from time to time and that the Employer may require overtime to be worked. Overtime will be assigned by seniority among those present, so long as the employee has the necessary skills to fulfill the required role, it being understood that certain employees are assigned special roles in each production and such employees will receive preferential scheduling status over other Ad Cast employees.

10.02 All time worked by an Employee in excess of eight (8) hours per day and forty (40) hours per week shall be paid at a rate of time and one half (1½ x) the Employee's regular rate of pay.

10.03 Overtime must be authorized by the Employer prior to it being worked.

ARTICLE 11 GENERAL HOLIDAYS

11.01 The following days shall be recognized and considered as paid general holidays:

New Year's Day	Louis Riel Day
Victoria Day	Good Friday
Canada Day	Labour Day
Thanksgiving Day	Christmas Day

11.02 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 any other authorized leave of absence shall not disqualify an employee.

11.03 When a general holiday occurs during an employee's vacation, an extra day's vacation shall be credited to the employee's vacation leave entitlement if the general holiday is one which the employee would have received had they been working.

11.04 Employees required to work on Remembrance Day shall be compensated in accordance with *The Remembrance Day Act* (Manitoba).

11.05 All employees who work on a general holiday shall receive one point five (1.5) times their regular hourly rate for all hours worked.

11.06 All employees shall receive general holiday pay in an amount equal to 5% of the total salary, excluding overtime, that was paid to the employee during the four (4) weeks immediately prior to the general holiday.

ARTICLE 12 MINIMUM SHIFT

12.01 No employee normally scheduled for eight (8) hour shifts shall be scheduled to work for less than eight (8) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full eight (8) hours at their appropriate hourly rate of pay.

12.02 Subject to 12.03, no part-time employee shall be scheduled or called in 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.

12.03 Shifts of less than three (3) hours may be scheduled or already scheduled shifts may be reduced upon mutual agreement between an employee and their manager.

ARTICLE 13 RELIEVING RATES/TEMPORARY ASSIGNMENTS

13.01 Any employee who is temporarily assigned to work in a higher paying classification within the bargaining unit shall receive the higher rate of pay for all time so employed.

13.02 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.

ARTICLE 14 PREMIUM PAYS AND GRATUITY

14.01 **Gratuity**

During the counting and splitting of gratuity an employee of the bargaining unit must always be present and shall sign the gratuity sheet. This includes retrieving and counting of any pre-paid gratuity.

ARTICLE 15 VACATIONS

15.01 Entitlement to annual vacation leave is based on the employee's anniversary date of most recent employment.

15.02 When a general holiday occurs during an employee's vacation, an extra day's vacation shall be credited to the employee's vacation leave entitlement if the general holiday is one which the employee would have received had they been working.

15.03 Where an employee's scheduled vacation has been approved by the Employer, the approved dates will not be changed without two (2) weeks prior notice being given to the employee by the Employer and will not be changed in any event where the Employer receives evidence that the employee has more than Fifty ($50) Dollars in non-refundable deposit committed prior to the requested vacation schedule change.

15.04 If an employee becomes seriously ill or injured or confined while on vacation, the employee must promptly request a sick leave and their vacation shall cease on the date they became ill and/or injured. The balance of the employee's unused vacation will be rescheduled following the employee's return to work.

15.05 No employee may utilize vacation earned until they have completed the probation period.

15.06 Vacation pay shall be paid out on every pay cheque as it is earned, in accordance with the following:

(a) 4% of regular wages from the date of hire to the end of the fifth (5th) year of continuous service.

(b) 6% of regular wages from the start of the sixth (6th) year of continuous service to the end of the tenth (10th) year.

(c) 8% of regular wages from the start of the eleventh (11th) year of continuous service.

15.07 Employees shall be entitled to vacation leave (time off) in accordance with the following:

(a) After the completion of one (1) year of service, but less than five (5) complete years, employees shall be entitled to two (2) weeks of vacation leave.

(b) After the completion of five (5) years of service, but less than ten (10) complete years' service, employees shall be entitled to three (3) weeks of vacation leave.

(c) After the completion of ten (10) years of service employees shall be entitled to four (4) weeks of vacation leave.

15.08 Employees shall give the Employer their vacation requests in writing at least three (3) weeks prior to the requested vacation period. The Employer shall determine based upon operational requirements the number of Employees who may be away at any one time. If there are more Employees requesting time off than permitted for any period of time, requests shall be determined on a first requested, first approved basis. If there is a conflict between coincidental requests, seniority shall govern.

ARTICLE 16 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY

16.01 If the Employer determines to reduce the workforce it shall notify all affected employees at least four weeks prior to the date of termination and in any case shall meet the requirements of the *Employment Standards Code*. If such provisions are amended to reduce benefits to an employee, the provisions in effect as of August 31, 2016 shall apply.

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

17.01 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.

17.02 Any employee who is required to attend a meeting outside of their assigned working hours shall be paid the greater of time actually spent at the meeting or three (3) hours' pay.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 During the term of this Agreement, the Union and the employees agree not to commence strike action as defined in *The Labour Relations Act* and the Employer agrees not to lock out its employees as defined in *The Labour Relations Act*.

ARTICLE 19 UNION REPRESENTATIVE'S VISITS

19.01 It is recognized that the Employer is in the business of providing theatrical entertainment and all bargaining unit members are engaged in providing and supporting theatrical entertainment as their first priority. It is also recognized that the Employer operates in only the dinner theatre, the adjoining cast rooms and the box office, in premises not owned by the Employer.

19.02 Duly authorized full-time representatives of the Union shall be entitled to visit the Employer's operations for the purpose of communicating with bargaining unit members. The representative shall report to management on arrival.

19.03 In no circumstances are Union representatives permitted to communicate with bargaining unit members in the dinner theatre or cast room after thirty (30) minutes prior to doors opening to theatre patrons. All reasonable efforts will be made to visit employees prior to shift. Following approval from the Employer, interviews with employees may occur on paid time in a private location designated by the Employer and will be limited to five (5) minutes.

ARTICLE 20 SHOP STEWARDS

20.01 The Employer shall recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit up to a maximum of one (1) Box Office and two (2) Ad Cast. 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.

20.02 Shop Stewards shall be allowed time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances so long as it is mutually agreed between their immediate Supervisor or, in his/her absence, the General Manager or designate.

20.03 The Employer shall not discriminate against any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement.

ARTICLE 21 LEAVES OF ABSENCE

21.01 Personal Leave

A leave of absence without pay, for personal reasons, may be granted to an employee. 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 Employer and written confirmation of said leave shall be given to the employee involved by the Employer.

Leaves of less than one (1) calendar week may be requested by a notation of unavailability on the weekly schedule. If not denied by management such a short term leave will be deemed to be granted.

21.02 Union Leave

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

21.03 Union Convention/Conference/Education Leave

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. Time off shall not be granted to more than two (2) employees at any one (1) time, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written request not less than two (2) weeks before the requested leave is to commence.

21.04 Negotiation Leave

The Employer shall allow **three (3)** employees time off with pay for the purpose of attending negotiations for the renewal of the Collective Agreement. The time off shall be paid as time worked and billed to the union.

21.05 Family Responsibility Leave

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed five (5) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child.

21.06 **Jury Duty/Selection Leave**

All employees summoned to jury duty **or jury selection** shall be entitled to necessary time off without pay.

21.07 **Witness Leave**

All employees required to appear in court as a witness shall be entitled to necessary time off without pay.

21.08 **Bereavement Leave**

All employees shall be entitled to bereavement leave of five (5) working days without pay, which can be taken non-consecutively, when the employee is to be absent from work due to a death in their immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off without pay. The term "immediate family" shall mean: parent, child, brother, sister, spouse, common law spouse, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent-in-law, aunt, uncle, fiancé, stepparent, former legal guardian, or any relative residing in the employee's household or with whom the employee resides.

Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside the city of Winnipeg. Additional days off may be granted by mutual agreement between the Employer and the employee concerned.

21.09 **Maternity Leave and Parental Leave**

Maternity leave and parental leave shall be granted pursuant to the provisions of *The Employment Standards Code* (Manitoba), provided that if such provisions are amended to reduce benefits to an employee, the provisions in effect as of August 31, 2016 shall apply.

21.10 **Paternity Leave**

Any employee shall be granted a three (3) day paternity leave of absence without pay which must be taken within seven (7) calendar days following the birth of their child. Said male employees shall also be entitled to an additional seven (7) calendar days off without pay if they so desire. Paternity leave shall be in addition to any parental leave the employees may be entitled to.

21.11 **Child Bearing Support Leave**

Each employee shall be granted a one (1) day child bearing support leave of absence without pay which shall be taken within seven (7) calendar days

following the birth of the child. Said employee shall also be entitled to 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.

21.12 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed **twenty eight (28)** weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations and employees agree to complete all paperwork necessary to reduce Employer costs.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement as per article 21.08 of the collective agreement.

21.13 **Aboriginal Government Elections**

Any employee who is eligible to vote in Aboriginal government elections shall be allowed up to one (1) hour leave without pay to travel and exercise this right in respect of polls held in the City of Winnipeg, where the polls are held at times that do not enable employees to attend outside of their scheduled work day.

21.14 **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this article shall be made in writing.

ARTICLE 22 SENIORITY

22.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit from the most recent date of hire.

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

22.03 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) 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. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;

(d) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

22.04 Vacancies in positions which involve a promotion to a higher classification shall be posted for at least seven (7) days and interested applicants shall apply in writing. The position will be awarded to the best applicant, based on skills, abilities, reliability and availability, provided that if applicants are relatively equal, the applicant with more seniority will be awarded the position. The successful applicant will be subject to a three (3) month trial period during which he/she may be returned to his/her former position if not acceptable or he/she may choose to voluntarily return to their former position.

Reverse order of seniority shall be the governing factor for the reduction of the workforce, providing the more senior employee has the skill and ability to be able to perform the normal functions of the job.

22.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose.

22.06 After the scheduling of special roles, daily available Ad Cast hours of work shall be scheduled to the most senior Ad-Cast employee first and thereafter in decreasing order of seniority, providing the employee is available and willing to work the hours.

Daily available box office part-time hours shall be scheduled equitably among box office employees considering their availability.

22.07 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.

22.08 An Employee shall not attain or acquire seniority until he/she has completed his/her probation period after which the Employee’s seniority will date back to the most recent date of hire.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.01 The parties agree that in the event of the introduction of a technological change which would be subject to the provisions of Section 83, 84, 85 & 86 of the *Labour Relations Act*, the provisions of the Act shall govern to provide for negotiation and settlement of any related matters. Should such provisions be amended to reduce benefits to an employee, the provisions in effect as of August 31, 2016 shall apply.

ARTICLE 24 SAFETY AND HEALTH

24.01 The Employer agrees to make all necessary provisions for the protection, safety and health of the employees as required by the Workplace Safety and Health Act, it being recognized that the Employer does not own or control the work premises. To that end, the Employer recognizes and agrees to co-operate with the Safety and Health Committee.

24.02 All new employees shall be given an orientation course which will include health and safety matters and procedures and evidence of such training will be supplied to the Safety and Health Committee Co-Chairperson.

24.03 The Employer shall establish a Safety and Health Committee which shall meet quarterly during scheduled working hours and which shall conduct workplace inspections of the Employer's operations prior to each meeting. The committee shall be comprised of two (2) members chosen by the Union and two (2) management persons. At no point shall the committee have more management representatives then worker representatives. A full-time Union Representative and/or guests may also attend these meetings from time to time**,** ex officio, if mutually agreed between the parties. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee, the Union and, as well, a copy shall be posted on the bulletin board for all employees to see. The co-chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

24.04 All members of the Safety and Health Committee shall receive paid time at regular or premium rates to carry out their duties required on the Committee. All employee members of the Committee will be given up to one (1) hour prep time prior to each meeting in a designated area within the workplace to prepare for the Committee meeting.

24.05 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the Safety and Health Committee to attend safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Committee. Each employee committee representative will receive 2 paid days of training per calendar year.

24.06 In situations where an employee believes that a safety or health hazard exists, the employee must immediately report it to their manager or supervisor. If the employee believes on reasonable grounds that the work constitutes a danger to his or her safety or health, and immediate action to correct the situation is not taken, the employee shall be entitled to refuse to perform that particular job function. If the employer does not immediately remedy the dangerous condition, then management must then notify the worker co-chair of the Safety and Health Committee. An inspection shall be immediately conducted with the Manager, worker and committee co-chair to determine whether there is an imminent danger or a threat to health. If the Safety and Health Committee is in disagreement or management does not implement the required recommendations to rectify the hazard, then it can be elevated to a safety and health officer of the Province. During this time period the employee shall be assigned to perform other job functions that they are capable of doing.

24.07 The Employer shall determine site requirements regarding first aid training. The Employer shall coordinate and pay the costs of any employee who completes a first aid course, at the request of the Employer, or any other safety course that has been approved by the committee or Employer.

24.08 In the event that an employee has a concern with any safety matter in the work place, they are encouraged to bring the issue to the attention of management or a member of the Safety and Health Committee for review and follow-up through the Committee.

24.09 In the event an employee is injured due to an event arising out of, and in the course of employment, if circumstances permit, the injured employee will be promptly assisted by Management to fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the *Manitoba Workers Compensation Act.*

ARTICLE 25 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

25.01 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. 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 "A" apply to job classifications and not to individuals.

25.02 Hourly rates of pay for any new classification that may be established by the Employer and which come 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.

25.03 Employees shall be paid on Fridays on a bi-weekly basis. Each employee pay stub shall contain an itemized statement of wage, and vacation pay for that pay period.

ARTICLE 26 COURT'S DECISION

26.01 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 27 DISCIPLINE/DISCHARGE

27.01 A 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 choses no representation.

27.02 A full-time Union Representative shall be notified by email by the Employer prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so.

27.03 All disciplinary meetings shall be held in private and shall take place in the hotel property.

27.04 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and shall 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, the Shop Steward who is involved, and the Union, in writing, of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved, immediately, and a copy of said discipline and/or discharge notice shall be faxed to the Union office within twenty-four (24) hours of the event.

27.05 Any discipline and/or discharge notice given to an employee by the Employer shall become null and void and shall not be utilized by the Employer against the employee at a later date if the Employer has not complied with the provisions contained in Articles 28.01and 28.03 above.

27.06 The Employer shall remove all written warnings from the employee's personnel file after twelve (12) calendar months and suspensions of less than five (5) shifts after eighteen (18) months. The Employer shall not be able to use any such removed disciplinary notice against the employee at a later date. These time frames shall not include periods of leave of absence.

27.07 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 and a copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

ARTICLE 28 ADJUSTMENT OF GRIEVANCES

28.01 Any complaint arising out of the interpretation, application, administration, employee discipline or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

28.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union within ten (10) calendar days from the date of the request.

28.03 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.

28.04 All grievances must be submitted in writing by the union representative.

28.05 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 immediate manager. The Manager or their designated appointee shall reply to the grievance in writing, to the Union, within five (5) working 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 General Manager or Designate. 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.

28.06 If a satisfactory settlement cannot be reached, then upon request of either party within ten (10) working 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 29.

28.07 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 to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

28.08 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.

28.09 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.

28.10 **Mediation**

In the interests of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs are not borne by the Province of Manitoba, the parties must mutually agree to proceed to mediation at which time the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 29 ARBITRATION

29.01 If the Union and the Company cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator mutually agreed upon by the parties.

The party desiring to submit a matter to Arbitration shall notify the other party to this Agreement of its intention in writing and at the same time nominate at least three names of possible arbitrators. Within ten (10) calendar days thereafter the other party shall choose one of the suggested arbitrators or submit its list of three possible arbitrators. If agreement is not reached by the parties within an additional ten (10) calendar days thereafter either party may request *the Manitoba Labour Board* appointment to appoint a qualified arbitrator.

The arbitrator shall not be deemed to be willing to act unless he is in the position to convene the hearing within twenty-eight (28) days from the date of his selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to *the Manitoba Labour Board* who shall appoint an arbitrator.

29.02 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.

29.03 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 their decision, Arbitrators shall be governed by the provisions of this Agreement and shall render their decision as soon as reasonably possible.

29.04 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 which 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.

29.05 The findings and decisions of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

29.06 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.

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

ARTICLE 30 BULLETIN BOARD

30.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place where all employees have ready access.

ARTICLE 31 LABOUR/MANAGEMENT RELATIONS

31.01 A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and representatives from the Employer. The full-time Union Representative may also attend these meetings from time to time. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern which have been identified before the meeting. Time spent by bargaining unit employees in attending meetings shall be considered as time worked and shall be paid for by the Employer. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

31.02 Such meetings will take place on a quarterly basis unless mutually agreed to take place at different intervals. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the Union bulletin board for all employees to see. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 32 WORKERS COMPENSATION BENEFITS

32.01 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 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.

32.02 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 33 HARASSMENT/ABUSE

33.01 The Employer's "No Harassment/Abuse Policy" will be as contained in Appendix "B" of this Collective Agreement. The policy will be posted in a prominent location, with a copy of same remitted to employees covered by this Agreement.

ARTICLE 34 ORIENTATION MEETING

34.01 The Employer shall allow new employees fifteen (15) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. This meeting shall take place during the first calendar week the new employee commences working for the Employer.

ARTICLE 35 COSTUMES

35.01 The Employer will make a costume wardrobe available to Ad-Cast employees **on at least three (3) separate posted days in the final week of the preceding show** to provide costumes to those employees who are expected to wear clothing at work other than normal personal clothing. Costumes will be returned at the end of the production. Employees may be scheduled for less than a three (3) hour shift to attend off-site for a costume fitting.

ARTICLE 36 PAST PRACTICES AND POLICIES

36.01 Soft drinks will be available to all employees during their scheduled shifts at no cost to employees, provided the hotel policy to provide same remains unchanged.

36.02 For every new production, all employees will be entitled to two (2) complimentary tickets, to be used by the employee and/or immediate family members and a guest, ten (10) staff price tickets (approximately 40-50% off regular adult ticket prices) and unlimited corporate price tickets (approximately 25% off regular adult ticket prices).

In addition to the above, box office staff will also be entitled to one (1) additional complimentary ticket for their own use, and drinks up to a total value of ten ($10.00) dollars, for the opening night performance.

ARTICLE 37 EXPIRATION AND RENEWAL

37.01 This Agreement shall be in effect from September 11, **2017**, and shall remain in effect until September 10, **2020**, 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.

37.02 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 , 2018.

FOR THE UNION:	**FOR THE EMPLOYER:**
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A
WAGES

	Effective September 11, 2017	Effective September 11, 2018	Effective September 11, 2019	Effective October 1, 2022
Ad-Cast	**$11.55/hour**	**$11.75/hour**	**$11.95/hour**	**$13.50/hour**
Box Office	**$12.05/hour**	**$12.25/hour**	**$12.45/hour**	**$13.50/hour**
Training for an Acting Supervisor Position while so assigned (following ratification)	**$12.20/hour**	**$12.40/hour**	**$12.60/hour**	**$13.50/hour**
Training a new Ad-Cast employee while so assigned $1.00/hour premium (following ratification).				
Working as an Acting Supervisor in the absence of the Manager while so assigned (following ratification)	**$18.50/hour**	**$18.70/hour**	**$18.90/hour**	

Rates in excess of the above rates as of the date of ratification shall not be reduced.

Each Ad-cast member who has worked at least ten (10) shifts in a show will receive a $10.00 bonus payment for that show in the final pay period for the show. (Following ratification.)

The increases provided here shall become effective on September 11, 2017 except as noted. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be shown as a separate line item on the pay stub.

APPENDIX B
HARASSMENT POLICY

Celebrations Harassment Policy 2016

Celebrations Dinner Theatre is committed to providing a work environment in which every employee is respected and entitled to receive fair and equitable treatment.

As part of the Celebrations Dinner Theatre "family", you have the right to a work environment free from intimidation or harassment. We promote teamwork, fun and respect for the integrity of each individual. Any act whether physical, verbal or visual by anyone that has the effect of unreasonably interfering with your work or who creates an intimidating, hostile or offensive work atmosphere will not be tolerated.

Celebrations Dinner Theatre will not condone or tolerate harassment of any member of its "family". Such conduct is subject to disciplinary action, up to and including dismissal. All members of Celebrations Dinner Theatre are responsible for ensuring the work environment is free from harassment.

Definition of Harassment

Harassment is defined as:

a) Objectionable conduct that creates a risk to the health of a worker, or

b) Severe conduct that adversely affects a worker's psychological or physical well-being.

Conduct is considered to be objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.

Conduct is considered to be severe if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

The objectionable or severe conduct, as noted above, includes written or verbal comment, a physical act, gesture or display, or any combination of these.

It is important to note that the reasonable, day-to-day conduct of an employer or supervisor in managing, guiding or directing workers or the workplace is not harassment. Appropriate employee performance reviews, counselling or discipline by a supervisor or manager is not harassment.

RESPONSIBILITIES

Do not ignore harassment. It is everyone's responsibility to prevent and curb harassment. If you have a complaint about any form of harassment, you should take the following steps:

1) Tell the harasser to stop doing it. Make your unease and/ or disapproval known. Indicate clearly, preferably with a witness, that the behavior or remark is unacceptable to you.

2) If the harassment continues after the harasser has been spoken to, or if it is of an extreme nature, then:

    i) Immediately contact a manager with whom you would feel most comfortable discussing your situation. It is often helpful to have a record of any incident with date, time, nature of behavior and witnesses, if any or

    ii) If the situation evolves or you do not feel able or comfortable discussing your situation with a manager from CDT, contact Doug Stephen, General Partner of Celebrations Dinner Theatre at 204-297-8012. Your situation will be handled promptly, fairly and you can discuss it without fear of reprisal.

3) All allegations of harassment will be treated in a timely and confidential manner. The rights of the complainant and the alleged harasser will be respected at all times. Celebrations Dinner Theatre will conduct a thorough investigation of the facts and will arrive at a resolution.

4) The results of the investigation will be presented in person to the complainant and the alleged harasser.

Celebrations Dinner Theatre recognizes that false accusations of harassment can have serious effects on innocent individuals. We trust that each individual within our "family" will act responsibly to maintain and continue to build a successful and positive work environment.

I acknowledge that I have read, understand and have a copy of Celebrations Dinner Theatre's Harassment Policy and that I will be expected to maintain company standards and guidelines as outlined.

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 **Celebrations (Winnipeg) LP.** contain the following statements:

"All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff."

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union and as permitted by law. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay cheques. Monies deducted shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the month during which such deductions were made. The remittance shall be accompanied by a statement containing the names, addresses, social insurance numbers, classification, wages and dues deducted of the Employees for whom the deduction was made. The Employer shall also provide the Union, at the time of remittance, with the name change of any Employees.”

Please complete a Membership Application immediately (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 OV5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION UFCW your VOICE at work in Manitoba LOCAL 832

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)	INSURANCE NO.
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME NE	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 on if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS			OF HIRE (D/M/Y)	
COMPANY NAME	NO./LOCATI			DE TMENT/NO.	
CLA CATION	PLO O.			FULL ☐ PART-TIME ☐	CASUAL ☐ OTHER _____

I hereby application for membe p in the ood & C ercial Wo ernational n and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and declared are no I autho the United & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances l other ers relating to my loyme either directly through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures t guard privacy and prote pers information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Uni at my onal 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 pu s liste ove, 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.

APPLICA TIS SIG RE | DATE SIGNED | LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:

X

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

SAMPLE