

**PLAZA PREMIUM
LOUNGE MANITOBA LIMITED**

FROM: February 20, 2022

TO: February 28, 2025

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



PLAZA PREMIUM LOUNGE MANITOBA LIMITED

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Employee's Personnel File	27.06	19
Adjustment of Grievances	29	20
Appendices and Letters of Understanding	32	22
Arbitration Procedure	30	21
Bargaining Agency	1	1
Benefits Re: A. Cabugao	Ltr #1	25
Bereavement Leave	16.06	13
Bulletin Board	26	18
Court or Labour Board Decision	31	21
Deduction of Union Dues	4	3
Definitions	5	3
Employees' Pay Day	21	16
Exhibit One	Form	27
Expiration and Renewal	36	22
Full-time Employee	5.01	3
General Holidays Occurring During a Period of Layoff	14.06	10
General Holidays	14	9
Health and Welfare	22	16
Holiday Pay Defined for Full-time Employees	14.02	10
Holiday Pay Defined for Part-time Employees	14.03	10
Holiday Pay When Sick	14.05	10
Job Descriptions	35	22
Leave Authorization	16.09	13
Leaves Of Absence	16	12
Management Rights	3	2
Masculine or Feminine Gender	5.03	4
Meal Periods	10	7
Minimum Call-In	12	8
Negotiations Leave	16.03	12
New Classification	20.05	16
No Discrimination/Employee Harassment	6	4
No Strikes or Lockouts	28	20
Notice of Layoff and/or Termination	23	17
Other Leaves	16.07	13
Overtime	11	8
Part-time Employee	5.02	3
Pay for Work on Holidays	14.04	10
Payroll/Paid Vacation Days	Ltr #2	26
Permanent Transfer to Higher Rated Classification	20.03	16
Permanent Transfer to Lower Rated Classification	20.04	16

Personal Leave	16.02	12
Plural and Singular	5.04	4
Premiums	33	22
Probationary Period	7	5
Promotions, Vacancies, and Job Postings	13	9
Relieving Rates of Pay/Temporary Assignments	34	22
Reprimands	27	19
Safety and Health	17	14
Seniority	8	5
Shop Stewards	24	18
Transportation and Parking	19	15
Uniforms & Employee Discounts	18	14
Union Leave	16.01	12
Union Representative's Visits	25	18
Union Shop	2	1
Vacations with Pay	15	11
Wage Rates and Work Classifications	20	15
Wage Rates	Appendix A1	24
Weekly and Daily Working Hours	9	7
Witness Fees	16.08	13
Work Rather Than Layoff – Wage Rate	20.02	15

EXPIRY: February 28, 2025

BETWEEN

**PLAZA PREMIUM LOUNGE
MANITOBA LIMITED** hereinafter
referred to as the "Company"

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 BARGAINING AGENCY

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all employees of Plaza Premium Lounge Manitoba Limited employed at the Winnipeg James Armstrong Richardson International Airport in the food and beverage service industry, except office staff/ personnel, the Head Chef, the Restaurant Supervisor, managers those above the rank of managers, and those excluded by the Act.

ARTICLE 2 UNION SHOP

2.01 All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment.

2.02 The Company agrees to distribute to each new and/or rehired employee at the time of employment a form letter, prepared by the Union, outlining to the employee their responsibility in regard to payment of Union dues, assessments and initiation fees.

2.03 The Company agrees to forward Exhibit One, the membership application form, duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from the date of hire or rehire of an employee, as per 2.01. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

2.04 The Company agrees to provide the Union, once a quarter, with a list containing any changes to an employee's information including address, phone number, classification, rate of pay or leave status. If an employee's employment has been terminated, the Company will also provide their name and Social Insurance Number. For clarity, if no changes to information or employment status occur the Company will not provide a list that month.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Company and the direction of the working force are fixed exclusively in the Company and shall remain solely with the Company except as specifically limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) determine the quality, quantity and standards of work performed;
- (c) hire, assign, direct, classify, transfer, promote, demote, lay off, recall, suspend and discharge or otherwise discipline employees;
- (d) determine, in the interest of efficient operation and high standard of service, the number of personnel required, the assignment of working hours, the service to be performed and the methods, procedures, facilities and equipment to be used in connection therewith; and
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

3.02 The Company agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

3.03 A non-bargaining unit personnel shall only have the right to temporarily work in a location to the extent it would not lead to a reduction in hours to any employee or to assist in the training or orientation of newly-hired employees for a reasonable period.

3.04 All packages, parcels, materials and company property must be authorized for removal from any of the Company's premises by the manager, supervisor or security guard who will, after satisfactory inspection, issue a signed pass.

3.05 The Company agrees, in the administration of this Collective Bargaining Agreement, to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

3.06 The Company agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company agrees to deduct regular monthly Union dues, as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee on each pay day of each calendar month and to remit the amount so deducted to the Local Union Secretary-Treasurer, no later than the 15th of the following month. The Company further agrees to record the annual Union dues deduction for each employee on their T-4 Form.

On or before the day the dues are deposited to the Union's account, a statement of the names and Social Insurance Numbers of the employees for whom deductions were made, the amount of each deduction and the identification whether the deductions were Union dues or initiation fees will be made available to the Union. The statement will also include names changes, addresses and the total hours worked. The Company further agrees that it will supply all such information electronically to the Union accounting department in an Excel format if possible, at no cost to the Company, and hard copy if requested by the Union.

4.02 The Union agrees to indemnify and save harmless the Company from any and all claims, suits, judgments, attachments and from any form of liability arising from or as a result of the deduction of such dues in accordance with the foregoing authorization, and the Union will refund direct to any employee from whom a wrongful deduction has been made.

ARTICLE 5 DEFINITIONS

5.01 Full-time Employee

A full-time employee shall be a person who is scheduled to work not less than thirty eight (38) hours per week.

5.02 Part-time Employee

A part-time employee shall be a person who is normally scheduled to work less than thirty eight (38) hours per calendar week.

5.03 **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.

5.04 **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.

ARTICLE 6 NO DISCRIMINATION/EMPLOYEE HARASSMENT

6.01 The Company shall not discriminate against any employee with respect to terms or conditions of employment on the grounds of race, colour, creed, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, sexual orientation or political affiliation or activity.

6.02 The Company and the Union agree that no form of discrimination or harassment (reasonable conduct in respect of the management and direction of workers in the workplace is not harassment. Performance reviews, counselling by a supervisor or discipline by a manager do not constitute harassment) as defined above shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving discrimination, bullying and/or harassment shall be treated in strict confidence by the Company and the Union.

6.03 The Union and the Company agree that locations covered by this Collective Agreement should be free of sexual harassment and the Company and the Union agree to cooperate with each other in preventing and eliminating sexual harassment if same should occur in the locations covered by this Collective Agreement.

6.04 Sexual harassment shall be defined as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

6.05 Grievances under this clause will be handled with all possible confidentiality and commence at Step Two.

ARTICLE 7 PROBATIONARY PERIOD

7.01 All newly hired employees' (after date of ratification) first six (6) months worked shall be the employee's probationary period. The Company shall have the right to discharge with no notice required an employee who has not completed their probationary period. An employee shall not attain seniority until the expiration of the probationary period when the employee's seniority shall then be dated back to the employee's last date of hire.

7.02 The Company at its discretion may discharge any probationary employee within the time limits referred to in Article 7.01 without resort to the grievance procedure.

ARTICLE 8 SENIORITY

8.01 Seniority shall be defined as the employee's total length of continuous service in the bargaining unit and shall accrue from the last date of hire, upon completion of the established probationary period.

The Company will prepare, twice a year (in January and June) a seniority list which will include name, full-time, or part-time status, original hiring date, seniority, rate of pay, and leave status. The list shall be prepared and posted on the Union bulletin board and an electronic copy shall be forwarded to the Union office.

8.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs for recall rights and during all periods of sickness and/or injury.

8.03 Seniority shall be separated between full-time and part-time employees. Full-time employees will exercise seniority over other full-time employees, and all part-time employees. Part-time employees will exercise seniority over other part-time employees.

8.04 An employee shall lose all seniority rights and shall be deemed to have terminated their employment if they:

- (a) resign or retire;
- (b) are discharged or terminated and not reinstated through the grievance and arbitration procedure;
- (c) are laid off for more than twelve (12) calendar months;
- (d) do not report to work for more than three (3) consecutive scheduled working days unless a satisfactory reason is given. Sickness, injury and/or inability to communicate with the Company shall be considered satisfactory reason. The Company, before accepting sickness, injury or inability to communicate as a valid reason, reserves the right to obtain reasonable proof of same;
- (e) fail to return to work on expiration of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was given;
- (f) fail to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail.

8.05 Employees promoted outside the bargaining unit, shall be on probation in this position for a period of sixty (60) calendar days. If before sixty (60) calendar days the employee is found unsatisfactory, or if the employee decides that they no longer wish to be outside the bargaining unit, they shall be transferred back to the position from which they were promoted without loss of seniority, wages and benefits.

8.06 Daily available hours of work will be given first to full-time employees (who have not already been scheduled for thirty eight (38) hours per week) on the basis of seniority, before part time employees are scheduled, provided the employee has the ability to do the normal functions of the job.

Daily available hours of work (which shall not include hours worked by full-time employees), will be given to part-time employees on the basis of seniority, provided the employee has the ability to do the normal functions of the job.

8.07 No new employees shall be hired by the Company as long as there are employees who are on laid off status and are able and willing to perform the work required.

ARTICLE 9 **WEEKLY AND DAILY WORKING HOURS**

9.01 The basic maximum work day shall consist of eight (8) consecutive hours of work except for meal break, and the basic work week shall consist of thirty eight (38) hours of work. Scheduling of work hours shall be based on seniority per classification within each unit.

9.02 In a week in which one (1) or more General Holidays occurs, the normal basic work week for full-time employees shall be reduced by the average hours worked on the day of the holiday for each holiday, as defined in Article 14 General Holidays.

9.03 For the purpose of this any paid time off (e.g. general holidays, vacations, etc.) shall be considered time worked.

9.04 For each two (2) calendar week period, the Company will assign each employee a starting and quitting time for each working day and including the employees' assigned days off duty and post same on the bulletin board by Thursday of the week prior to the scheduled work period.

9.05 It is agreed that employees shall not be required to work split shifts unless they agree to do so. An employee who agrees to do so will be provided with a free meal from the Plaza Premium lounge buffet. In the event no employee agrees, the parties agree the Company may assign the most junior employee within the classification and they will also be provided a free meal from Plaza Premium lounge buffet.

9.06 All staff is required to record time in and out, not more than five (5) minutes before assigned starting time or five (5) minutes after assigned finishing time of shift, dressed in working clothes. Staff is not permitted to record time while dressed in street clothing.

ARTICLE 10 **MEAL PERIODS**

10.01 It is agreed that no employee will be called back to work during scheduled meal periods, except in cases of business need. In the event an employee is called back to work, the employee shall be entitled to begin their meal period again without further loss of pay.

10.02 Employees will be entitled to leave the work site during unpaid meal periods.

10.03 Meal periods will be provided as follows:

- (a) Employees working more than five (5) hours shall receive one (1) thirty (30) minute meal period without pay.

- (b) Meal 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 the end of the shift.

10.04 Where an employee has been unable to take their unpaid thirty (30) minute meal period they shall be paid for all time worked.

10.05 If an employee would like a rest period and a Supervisor has approved such a break, the employee must punch out of work and punch back in at their return.

ARTICLE 11 OVERTIME

11.01 It is understood that the Company is under no obligation to create an overtime opportunity. The Company will first complete its scheduling practices in accordance with article 8.06, such that employees receive regular hours of work before overtime is incurred.

11.02 All hours worked over eight (8) hours in a day or over forty (40) hours in a one (1) week period shall be paid at the rate of one and one-half (1.5) times their regular hourly rate.

11.03 It is understood that no employee will be paid for overtime work not duly authorized by Management. It is understood and agreed, however, that should an employee's normal work week encompass a Saturday and/or Sunday those days shall be deemed to be non-premium rate working days.

11.04 The Company shall endeavour to provide advanced notice, as reasonable in the circumstances, to the employee.

11.05 Overtime shall be by mutual consent and where practical, shall be offered to the most senior employee in the classification on the shift first, and thereafter in decreasing order of seniority, provided the employee has the ability to perform the normal requirements of the job. If no senior employee wishes to accept the overtime, then management will assign the job function to such other employee in the classification who is available and who has the ability and is qualified to do the work.

ARTICLE 12 MINIMUM CALL-IN

12.01 No employee shall be scheduled or called in to work for less than three (3) hours in any one (1) day with the exception of any shifts starting prior to 6:00 a.m. which shall be of a minimum of six (6) hours. If no work or insufficient work is available, said employee will be paid three (3) hours at the appropriate hourly rate of pay

ARTICLE 13 PROMOTIONS, VACANCIES, AND JOB POSTINGS

13.01 Whenever a vacancy arises, or a new position is created that falls within the bargaining unit and the Company chooses to fill, a notice of the vacancy or new position shall be posted for five (5) working days, and employees may apply in writing to fill the vacancy. If the vacancy is for a full-time job, then full-time employees within the seniority group shall be given preference when the applications are being considered. If the vacancy is for a part-time job, then the Company shall give preference to applications submitted by part-time employees. The awarding of the position(s) shall be done in accordance with the seniority provisions of this Agreement provided the employee has the qualifications, skills and abilities necessary to perform the position.

 A job posting shall include the duties of the job, any qualifications necessary, the classification, the wage rate applicable and the intended shift the position will be working, as well as the closing date for applications.

 The job shall be awarded within one (1) calendar month following the end of the posting period.

13.02 The Company shall give first consideration to the bargaining unit employees in filling the vacancy, provided that the Company shall be free to fill the vacancy at its discretion should there be no suitable applications from the bargaining unit pursuant to the provisions of this section.

13.03 In the event that an employee is not able to perform the normal functions of the job following the familiarization period or in the event that the employee does not wish to continue working in that position, they shall be returned to their former position, and rate of pay without loss of seniority. It is understood that employees who wish to return to their former positions must do so within sixty (60) days.

13.04 The Company agrees that when posting a job, it will notify employees who are on layoff or vacation at the time of the posting where said posting carries a greater or equal hourly rate of such employees. Accessibility of the posting remotely via computer or phone would constitute notification.

13.05 Upon request from the Union, the Company agrees to provide the Union with a copy of all job postings and who filled the jobs.

ARTICLE 14 GENERAL HOLIDAYS

14.01 The following days shall be recognized and considered as paid general holidays, for which regular full-time employees shall suffer no reduction in pay if not required to work:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day

Canada Day
Labour Day
Thanksgiving Day
Christmas Day

Any other statutory public holiday, as proclaimed by the Manitoba Government, shall also be recognized and considered a paid General Holiday.

14.02 **Holiday Pay Defined for Full-Time Employees**

Holiday pay shall be defined as straight time hourly paid exclusive of shift premium calculated for a normal eight (8) hour work day or prorated in accordance with the employee's normal daily hours of work.

14.03 **Holiday Pay Defined for Part-Time Employees**

General Holiday pay shall be calculated as five (5%) percent of the part-time employee's total gross wages, excluding overtime wages, for the four (4) week period immediately preceding the holiday. The part-time employee's total will also include any other General Holiday pay or vacation pay that was received in that four (4) week period.

14.04 **Pay for Work on Holidays**

Any employee who works on a General Holiday as outlined in section 14.01 shall be paid time and one-half (1½) for all hours worked on the holiday, plus Holiday Pay, provided the employee is qualified to receive Holiday Pay under the terms hereof.

14.05 **Holiday Pay When Sick**

An employee shall not be deprived of their pay for the General Holiday if by reason of established illness the employee is absent from work on either or both of the regularly scheduled work days immediately preceding or following the General Holiday. The Company may require proof of illness.

14.06 **General Holidays Occurring During a Period of Layoff**

In no event will an employee who has been laid off for lack of work receive payment for any General Holiday which occurs during the period of layoff.

ARTICLE 15 VACATIONS WITH PAY

15.01 Vacation pay shall be provided in accordance with the Manitoba *Employment Standards Code*.

15.02 Vacation pay shall be paid bi-weekly on each paycheque as it accrues.

15.03 Vacation time is not cumulative from year to year.

15.04 The vacation period shall be open throughout the calendar year, from January 1st to December 31st.

15.05 On November 1 the Company will communicate with employees and ask for their vacation requests by December 1 for the period of February 1 of the following year until January 31 in the year after.

Employees are entitled to submit their entitled vacation allotment along with two (2) alternate weeks.

The Company will inform the employees of their approved vacation by January 15 and post a full vacation schedule outlining all vacations granted and open weeks available.

Where two (2) or more employees are asking for the same vacation week, seniority shall be the governing factor.

Any approved weeks of vacation that have been cancelled by an employee shall be posted onto the vacation schedule for all employees to view and be filled on a first come first serve basis in accordance with the parameters outlined above.

15.06 An employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior written notice, and in no event will they be changed by the Company, if the employee produces evidence of more than fifty (\$50.00) dollars obligation committed prior to the two (2) weeks' written notice.

15.07 The Company agrees that an employee who is hospitalized during their vacation shall be entitled to reschedule their vacation at a mutually acceptable time. The Company reserves the right to obtain reasonable proof of same.

ARTICLE 16 **LEAVES OF ABSENCE**

16.01 **Union Leave**

The Company may allow up to two (2) bargaining unit persons at one time to have time off work without pay in order that they may attend Union meetings, educational meetings, conferences and conventions up to a cumulative maximum of two (2) weeks per bargaining unit person. The Union will give the Company a minimum of two (2) weeks' notice in regard to such request to attend Union meetings, educational meetings, conferences and conventions. In order to minimize disruption to the Company's operations, the Union agrees to cooperate with the Company in circumstances which result in difficulties in granting said leaves of absence.

16.02 **Personal Leave**

Employees with six (6) months of service may be granted a leave of absence, without pay, and with a continuation of seniority accumulation for a period of time not to exceed six (6) months, for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Company. Where possible, the employee shall give the Company a minimum of two (2) weeks' notice when requesting said leave of absence. If the requested leave is to be longer than one (1) month in duration, where possible, the employee shall make the request at least one (1) month in advance of the requested leave. This leave may be granted in the sole discretion of the Company. The Company shall not unreasonably deny such a request.

16.03 **Negotiations Leave**

The Company shall allow time off, with pay, on the basis of up to two (2) employees for the purpose of attending on the Negotiating Committee. The Company will bill the Union for the lost wages.

16.04 Employees who are off work pursuant to Article 16.01 and 16.03 will be paid by the Company as if they had worked their regular shift on the day of the absence. It is recognized that the time spent on such day will not be used to calculate overtime and/or other premium payments. The Company will bill the Union for the payment of wages for the regular shift that would have been worked along with any other payments that are made by the Company for the employee under this agreement.

16.05 The Company shall grant pregnancy and/or parental leave in accordance with the requirements of the *Employment Standards Code*.

16.06

Bereavement Leave

An employee will be given full pay for their normally scheduled hours up to three (3) days, which can be taken non-consecutively in the case of death in the immediate family. For these purposes, immediate family will be the following: siblings, parents, spouse (including common law spouse of the same or opposite sex), children, stepchildren, stepparents, stepsiblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law, or son-in-law.

An employee informed of a death in the immediate family as defined in Article 16.06 above during work hours shall be granted the remainder of the shift off with pay. Such paid time off shall be included in the bereavement leave granted in Article 16.06 above.

Bereavement leave shall be extended by up to two (2) additional working days, one (1) of which shall be with pay and one (1) shall be without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside a one hundred (100) mile radius of the City of Winnipeg. Additional days off without pay for other reasons may be granted by mutual agreement between the Company and employee concerned.

In order to qualify for bereavement leave employees must submit proof of death by a copy of the death certificate or the obituary, if requested.

16.07

Other Leaves

The Company shall provide leaves of absences under the *Employment Standards Code* in accordance with the requirements under the *Employment Standards Code*. Upon request by an employee, the Company shall provide information about the eligibility for any such leave and its duration.

16.08

Witness Fees

Employees required to appear in Court as a witness on behalf of the Company or the Crown in matters relating to their employment, will be paid wages amounting to the difference between the amounts paid them for witness fees and the amount they would have earned had they worked on such days.

16.09

Leave Authorization

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

ARTICLE 17 SAFETY AND HEALTH

17.01 The Company, the Union and the employees agree to cooperate so as to maintain safe working conditions, and the Company agrees to remove any conditions which are detrimental to the health of employees.

17.02 The Company agrees to a Joint Safety and Health Committee which shall meet monthly and shall conduct safety tours of the premises at a time that is mutually agreed upon by committee members. Minutes of the meeting must be taken and copies posted on the bulletin board by the Company within seven (7) calendar days. The Committee shall be comprised of one (1) member chosen by the Union and one (1) management person. The Committee shall investigate accidents and incidents which occur on premises of the Company.

17.03 All members of the Joint Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 17.02 above.

17.04 Once the Company reaches twenty (20) employees, the Company agrees to provide time off with pay up to two (2) working days per year. The amount of time that must be allowed is the number of hours the worker normally works during two (2) shifts, or sixteen (16) hours, whichever is greater for the purpose of allowing members of the Joint Safety and Health Committee to attend health and safety seminars. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union. Additional time off without pay may be granted to members of the bargaining unit if so requested by the Union, and operational requirements permit. Time off shall not be unreasonably denied.

17.05 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, an employee does not work, they shall not suffer a loss of pay.

ARTICLE 18 UNIFORMS & EMPLOYEE DISCOUNTS

18.01 The Company will provide each employee with a uniform. Upon hire, each employee will be required to submit to the Company a one hundred (\$100.00) dollar uniform deposit. If the employment relationship between the employee and the Company ends during this period and the employee does not return all company property, including their uniform, and all pass cards, the deposit will be forfeited.

18.02 After six (6) months of service with the Company, the one hundred (\$100.00) dollar deposit will be returned to the employee.

18.03 If after six (6) months of service the employment relationship ends, the employee will be required to return all company property, including their uniform and all pass cards. If the employee does not return these items, the Company may make any necessary deduction to their final pay, up to a maximum of one hundred (\$100.00) dollars.

18.04 If a uniform or any part of a uniform must be replaced due to normal wear and tear, the Company will replace the uniform at no cost to the employee.

18.05 If a uniform or any part of a uniform must be replaced due to any circumstances aside from normal wear and tear (e.g. if an employee loses part of their uniform), the employee will be charged a replacement fee for the item(s).

18.06 Upon ratification of this Collective Agreement, all employees who have been employed for six (6) months or longer shall have any uniform deposit they have made returned to them.

18.07 Employees will be allowed to eat for the price of five (\$5.00) dollars per meal if they are in the Plaza Premium lounge from the buffet. If they are working at the Root 98 lounge they can enjoy a twenty (20%) percent discount off.

ARTICLE 19 TRANSPORTATION AND PARKING

19.01 The Company will provide parking passes for the Winnipeg James Armstrong Richardson International Airport to employees who work an average of thirty (30) or more hours per week.

19.02 When the Company's place of business and the employee's residence are located within the boundaries of Winnipeg, the Company must provide the employee with adequate transportation between the residence and the workplace when the employee's hours of work begin or end after 12:00 midnight and before 6:00 a.m.

ARTICLE 20 WAGE RATES AND WORK CLASSIFICATIONS

20.01 Minimum wage rates and work classifications for the employees shall be as set forth in Appendix "A" attached hereto and becoming part of this Agreement. If, however, the Company decides to pay a higher wage rate for a person in any classification in Appendix "A" it shall apply to all employees in the classification. For employees that are overscale at ratification, this language will not apply.

20.02 Work Rather Than Layoff - Wage Rate

When an employee is laid off due to a shortage of work and elects to exercise their seniority to remain at work, such employee shall be paid the applicable rate of pay for the classification of the work they perform.

20.03 **Permanent Transfer to Higher Rated Classification**

Any employee, who is permanently transferred to a higher rated classification, shall be paid the rate of pay for the classification to which they have been transferred to.

20.04 **Permanent Transfer to Lower Rated Classification**

Any employee who is permanently assigned by the Company to work in a lower rated classification will receive the rate of pay for the classification they are transferred to.

20.05 **New Classifications**

If a new classification is created within the bargaining unit, the Company agrees to meet with the Union and negotiate a rate of pay for the new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 30 of this Agreement.

ARTICLE 21 EMPLOYEES' PAY DAY

21.01 Employees will be paid on a bi-weekly basis.

21.02 The Company also agrees to make every attempt to rectify any payroll mistakes that are made by the Company by the next pay period, after verification of the error. If the payroll mistake is a result of employee error, the Company will rectify and any necessary adjustment(s) will be included in the Employee's paycheck, providing the pay period has not ended. If the pay period has ended, the adjustment will be in the Employee's paycheck for the pay period they are currently in. Said adjustment will be done by direct deposit. The Company will not be responsible for banking institution delays.

21.03 The Company agrees to pay each employee through a direct deposit into a bank or financial institution of the employee's choice and agrees to make available electronically no later than the date before payday, a detailed description of all deductions made from the employee's pay, as well as the amount of net pay deposited in the employee's bank account.

ARTICLE 22 HEALTH AND WELFARE

22.01 All full-time employees staff are entitled to the Health, Drug, Dental and Vision benefits (prior to unionization) after six (6) months of employment. Eighty (80%) percent of the cost of the benefits is paid by the Company and twenty (20%) percent of the cost of the benefits is paid by the employee.

22.02 The Company shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of the summary pamphlets (or similar documents) of the Company's Health and Welfare Benefits effective the date of ratification and any time any part of the benefits change.

22.03 The level of benefit coverage as outlined in the benefit plans shall be maintained at the current levels identified in the benefit plan booklet and shall be subject to the terms and conditions of the plan documents as amended from time to time. The Company shall not be prevented from changing the insurance carrier or any of the insured benefit plans or self-insure as it sees fit provided the level of benefits in the The Canada Life Assurance Company contract number 163625 are not reduced during the life of the Agreement.

ARTICLE 23 NOTICE OF LAYOFF AND/OR TERMINATION

23.01 In the case of a work shortage requiring a layoff or reduction to part-time, reverse order of seniority shall be the governing factor provided that the employees retained possess the skills, qualifications and ability required to perform the remaining work.

23.02 When recalling employees to work after a layoff, they shall be recalled in reverse order to that in which they are laid off providing they possess the qualifications, experience, and are willing to do the work available, and pass the brand standard. Notice of recall will be mailed by registered letter to the employee's last known address. Employees will have seven (7) calendar days from the date the notice of recall was received to respond and must report to work at the time, date and location, and in the position and shift, specified in the notice of recall. An employee's request to report to work at some time other than the time specified in the notice of recall will be reasonably considered, but any such request is subject to the needs of the business and the timeliness of the employee's response to the notice of recall.

23.04 An employee who is laid off for lack of work shall have the right to exercise seniority in another classification providing they have the ability to perform the normal functions of the job.

23.05 The Company will endeavour to provide notice of layoff that is reasonable in the circumstances.

23.06 When the Company terminates the employment of an employee for just and sufficient cause then no notice shall be given and no wages shall be paid in lieu thereof.

23.07 Any employee with sixty (60) or more days' worked with the Company, who desires to terminate their employment, shall give two (2) weeks' notice to the Company.

ARTICLE 24 SHOP STEWARDS

24.01 The Company agrees to recognize two (2) Shop Stewards appointed by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement. The Company agrees to recognize one (1) additional Shop Steward per twenty (20) employees hired.

24.02 The Union will provide a list of Shop Stewards indicating the name and unit number, when changes are made, and will provide same via email to the Company's Human Resources Manager.

24.03 The Union acknowledges that its Stewards must continue to perform their regular duties and that so far as it is practicable, all Union activities will be conducted outside of regular working hours and:

- (a) said employee will not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence; and
- (b) the employee will report to their supervisor immediately upon their return.

24.04 The Company agrees not to discriminate against any member of the bargaining unit and/or Shop Steward, for exercising their right under the terms of the Collective Agreement and presenting grievances.

ARTICLE 25 UNION REPRESENTATIVE'S VISITS

25.01 Duly authorized full-time representatives of the Union shall be entitled to visit areas of the Company's operations where bargaining unit work is being performed for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Union Representatives agree to notify the Company prior to their visit. Such visits shall not unduly disrupt operations.

ARTICLE 26 BULLETIN BOARD

26.01 The Union shall have access to a bulletin board in the Company's premises to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement; provided that such notices are not derogatory and/or disparaging of the Company, management and/or the brands.

ARTICLE 27 REPRIMANDS

27.01 The Shop Steward, or in the absence of a Shop Steward, another employee in the bargaining unit selected by the employee, may be present, at the employee's discretion, when a member of the bargaining unit;

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

27.02 Any employee who is called to a meeting regarding their layoff, demotion, reduction to part-time, reduction in hours of work, change of classification, change of job duties and/or any other matter which may affect their employment shall, at their discretion, be accompanied at said meeting by a Union Representative and/or Shop Steward.

27.03 When an employee is discharged from employment, or laid off, demoted or disciplined or discharged, the Company agrees to give the reason in writing to said employee, with a copy faxed or emailed to the Union within twenty-four (24) hours.

27.04 The Company also agrees not to discharge or discipline employees without just and sufficient cause.

27.05 The Company agrees that any reprimand, suspension or disciplinary notice, shall be removed from the employee's personnel record after twenty four (24) months provided no additional adverse reports for the same or similar offence are written within the twelve twenty four (24) period. If any adverse reports for the same or similar offence are written within the twenty four (24) month period, all adverse reports will remain on file for a twenty four (24) month period from the date of the latest report. Once removed said reprimand, suspension or discipline notice cannot be referred to or used against the employee at a later date.

27.06 Access to Employee's Personnel File

Employees covered by this Agreement will have access to their own personnel file at a mutually agreed upon time, in the presence of management, upon request by the employee involved. The employee may make such a request up to two (2) times per year. It is understood that employees shall be entitled to obtain copies of all documents contained in their personnel file when requested and that an employee's reply to any document contained in their personnel file will also be placed in said employee's personnel file. The Company agrees to keep only one (1) personnel file per employee.

ARTICLE 28 **NO STRIKES OR LOCKOUTS**

28.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Company agrees that it will not cause or direct any lock-out of its employees, and the Union agrees that bargaining unit members shall not engage in any interruption of the Company's operation, including but not limited to a strike, slow-down, sit-down, sit-in, work stoppage, sympathy strike, wildcat strike, boycott or work refusal either complete or partial during the term of the Collective Agreement.

ARTICLE 29 **ADJUSTMENT OF GRIEVANCES**

29.01 Any complaint, disagreement or difference of opinion between the Company, 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.

29.02 The Union Representative or the Company may present a grievance.

29.03 Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

29.04 Time limits as contained in this article may be extended by mutual agreement.

29.05 All grievances at Step Two shall be presented in writing, stating the Article of the Collective Agreement said to be violated and the remedy sought.

29.06 In the event of the Company presenting a grievance, the grievance procedure shall start at Step Two.

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

Step One The Union Representative or Shop Steward, shall discuss the matter with the Operations Manager.

Step Two If a satisfactory settlement cannot be reached the matter shall be taken by the Union Representative to the National Operations Manager and notification sent to Human Resources within ten (10) working days of the meeting in Step One.

Step Three 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 be referred to an Arbitrator selected in accordance with Article 30.

ARTICLE 30 **ARBITRATION PROCEDURE**

30.01 If the Union and the Company cannot reach an adjustment upon request of either party, the grievance shall be submitted to an Arbitrator. If agreement cannot be reached within thirty (30) 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.

30.02 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.

30.03 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company'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.

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

30.05 It is the intention of the parties that this section 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 section.

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

ARTICLE 31 **COURT OR LABOUR BOARD DECISION**

31.01 In the event that any section or portion of this Collective Agreement is held improper or invalid by any court of law or the Manitoba Labour Board, it is agreed that the remaining sections or articles of this Agreement shall not be made invalid by such decision and at the request of either party, the section or portion of this Agreement which has been found to be improper or invalid shall be negotiated by the parties. If no agreement can be reached, the matter shall be presented to an arbitrator under the Arbitrations section of this Agreement for final decision.

ARTICLE 32 APPENDICES AND LETTERS OF UNDERSTANDING

32.01 The Company agrees that all appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the Letter itself.

ARTICLE 33 PREMIUMS

33.01 Any employees who work between 11:00 p.m. and 7:00 a.m. shall receive an overnight premium of fifteen (\$15.00) per shift provided the majority of their hours fall in this time.

33.02 Any employee that start or finish duty between 12:00am and 5:30am are entitled to an "Odd Hours Premium" of fifty (\$0.50) cents per hour for all hours worked in that timeframe.

ARTICLE 34 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

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

34.02 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 35 JOB DESCRIPTIONS

35.01 The Company shall provide the Union and affected employees with job descriptions for all classifications for which the Union is bargaining agent. If a job description is changed by the Company, an updated job description shall be provided to the Union and the affected employee.

ARTICLE 36 EXPIRATION AND RENEWAL

36.01 This Agreement shall be effective from February 20, 2022 and shall remain in full force and effect until February 28, 2025 and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or one year renewal date, give notice in writing to the other party of a desire to terminate this Agreement or to negotiate a revision thereof.

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

36.03 When the required notice for termination or revision is given by either party, where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lock-out, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitation upon the right of the parties to declare a legal strike or lock-out, at which time this Agreement shall cease to be effective.

36.04 In the event that a legal strike is declared, the Union agrees to provide the Company with seven (7) days' notice in writing of the date of the strike action.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

WAGE RATES

A-1 Classifications and Hourly Rates of Pay

Classification	As of Ratification	Oct 1/22	Mar 1/23	Apr 1/23	Oct. 1/23	Mar 1/24
			1.50%			1.50%
Senior GSO	14.50	\$15.50	\$15.73	\$15.73	\$15.73	\$15.97
GSO	12.30	\$13.80	\$14.01	\$14.45	\$15.60	\$15.83
Cook	14.50	\$15.50	\$15.73	\$15.73	\$15.73	\$15.97
Lounge Assistant	12.00	\$13.80	\$14.01	\$14.45	\$15.60	\$15.83
Route 98 Server	12.00	\$13.80	\$14.01	\$14.45	\$15.60	\$15.83
Route 98 Cook		\$17.00	\$17.26	\$17.26	\$17.26	\$17.51
Cook 1		\$18.00	\$18.27	\$18.27	\$18.27	\$18.54

A-2 No bargaining unit employee will be allowed or required to provide any written discipline to any other bargaining unit employee.

A-3 Minimum Wage

At no time shall any classification rate be less than thirty (\$.30) cents above the minimum wage in the Province of Manitoba.

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 **Plaza Premium Lounge** contain the following statements:

“All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment.”

“The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Company 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 Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company’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 Company shall also provide the Union, when remitting the monthly cheque, with the names of employee’s and name change of employees.”

Please complete the attached Membership Application immediately and return it to your Company so they can forward it to the Union office within ten (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 INTERNATIONAL 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 the use of 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	LOCATION/NO.		DEPARTMENT/NO.				
CLASSIFICATION	PLOT/NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be for- feited and I will not be eligible for membership in the United Food & Commercial Workers International Union and Local 832 if I am not a member of the United Food & Commercial Workers International Union and Local 832. I agree to abide by the rules, regulations and policies and procedures of the Union and to pay the dues and assessments as required. I agree to the use of my personal information for the purposes of the Union and to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>							
APPLICANT'S SIGNATURE		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.

LETTER OF UNDERSTANDING #1

BETWEEN

**PLAZA PREMIUM LOUNGE
MANITOBA LIMITED** hereinafter
referred to as the "Company"

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".

The parties agree that Arnel Cabugao will be allowed benefits until they cease working at Plaza Premium.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING #2

BETWEEN

**PLAZA PREMIUM LOUNGE
MANITOBA LIMITED** hereinafter
referred to as the "Company"

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".

During the course of negotiations both the Company and the Union had discussions regarding paid vacation days (as opposed to being provided vacation pay at each pay period). As a result of these discussions, both the Company and the Union agree to the following:

- 1) The Company has undertaken discussions with an automated payroll system Company and is currently in the process of transitioning over to using its services;
- 2) Once the transition has been completed, the Company will also switch from providing vacation pay at each pay period to providing paid vacation days.
- 3) Until the transition has been completed, the Company will continue on a bi-weekly pay schedule and providing vacation pay at each pay period.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE COMPANY:
