

COLLECTIVE AGREEMENT

BETWEEN

**INNVEST HOTELS XV LP
(O/A SHERATON SUITES CALGARY EAU CLAIRE)**



SHERATON

Suites Calgary Eau Claire

AND



UNIFOR

LOCAL 4050

Expires: October 20, 2023

ARTICLE 1 PURPOSE3

ARTICLE 2 DEFINITIONS3

ARTICLE 3 UNION MEMBERSHIP, DUES DEDUCTION AND REPRESENTATION.....4

ARTICLE 4 MANAGEMENT RIGHTS.....6

ARTICLE 5 GENERAL HOLIDAYS.....7

ARTICLE 6 ANNUAL VACATION Scheduling Vacation9

ARTICLE 7 LEAVES OF ABSENCE 11

ARTICLE 8 HOURS OF WORK & OVERTIME 13

ARTICLE 9 SHIFT SCHEDULES AND EMPLOYEE SHIFT PREFERENCES 14

ARTICLE 10 LAYOFF & RECALL 16

ARTICLE 11 SENIORITY 17

ARTICLE 12 LOSS OF SENIORITY AND EMPLOYMENT 18

ARTICLE 13 FILLING OF POSITIONS 19

ARTICLE 14 PROBATIONARY PERIOD20

ARTICLE 15 GRIEVANCE PROCEDURE21

ARTICLE 16 ARBITRATION23

ARTICLE 17 RESPECTFUL WORKPLACE24

ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY25

ARTICLE 19 STRIKES AND LOCKOUTS26

ARTICLE 20 CHANGE IN COLLECTIVE AGREEMENT26

ARTICLE 21 DURATION27

SCHEDULE A – WAGES28

Letter of Understanding #1 - HOUSEKEEPING30

Letter of Understanding #2 - WOMEN'S ADVOCATE31

Letter of Understanding #3 – BOOT ALLOWANCE.....32

ARTICLE 1 PURPOSE

- 1.01 The purpose of this agreement is to establish harmonious and mutually satisfactory relations between the Company, its Employees and the Union; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time and to promote the efficient operation of the Company business; and to ensure to the utmost possible extent, the safety and welfare of the Employees, the competitiveness and profitability of the operation, the quality of work and providing superior guest service.
- 1.02 The Company recognizes the Union as the sole Bargaining Agent for the Employees covered by this Collective Agreement as described in the Certificate number 63-2019 of the Labour Relations Board issued pursuant to the *Alberta Labour Relations Code*, RSA 2000, c L-1, as amended.

ARTICLE 2 DEFINITIONS

- 2.01 "Basic Rate of Pay" means the pay for the Employee's classification as set out in Schedule "A".
- 2.02 "Casual Employee" means a person working on an irregular basis and/or for occasional periods, but not so employed for the purpose of depriving Full Time Employees or Part Time Employees of regular hours when such employees in the affected classifications are available to work such regular hours.
- 2.03 "Company" means InnVest Hotels XV LP operating as Sheraton Suites Calgary Eau Claire.
- 2.04 "Full Time Employee" means a person hired for a regular position with twenty-eight (28) hours or greater per week of work.
- 2.05 "Part Time Employee" means a person hired to fill a regular position with less than twenty-eight (28) hours per week of work.
- 2.06 "Probationary Employee" means an employee hired to fill a position and who has not completed a satisfactory probationary period.
- 2.07 "Union" means UNIFOR Local 4050.

ARTICLE 3 UNION MEMBERSHIP, DUES DEDUCTION AND REPRESENTATION

3.01 New Employees

All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.

3.02 Check-Off – Assignment of Wages

All new employees, as a condition of employment, shall sign an authorization of check-off (payroll deduction) before commencing work.

3.03 Check-Off Process & Procedures

- (a) The Company agrees to deduct from the employee's earnings initiation fees, union dues, as per the Unifor Constitution and Local 4050 bylaws.
- (b) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, no later than the fifteenth (15th) day of the month following the month in which the monies were deducted.
- (c) It is the responsibility of the Union to advise the Company in writing as to the amount of money to be deducted for initiation fees, union dues, and of any changes in the amounts to be deducted.
- (d) The Company agrees to show on each employee's T4 Slip the amount of Union dues deducted.

3.04 Union Representation

- (a) The Company agrees to recognize Employees who are elected or appointed as Union Stewards and recognize their authority to represent other Employees.
- (b) A list of Union Stewards shall be supplied by the Union to the Company. The Company shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- (c) For the purpose of Union representation at grievance meetings or grievance investigation, the grievor and the Union Steward shall obtain approval from their immediate supervisor prior to leaving their work station or their regular work duties and shall be subject to no loss of their regular wages.
- (d) The Company shall allow the Union Steward in a department to be absent from his/her job without disturbing service and without loss of regular wages for a reasonable period in order to assist the employees in their department in discussion with his/her immediate supervisor.

(e) **Attending Meeting**

When a mutually agreed upon meeting is scheduled between the General Manager and the National Representative, and the Local Chairperson will also be in attendance, this individual shall be subject to no loss of their regular wages.

(f) **Visit the Hotel's Premises**

Authorized representatives of the Union may visit the Hotel's premises for the purpose of discussing or investigating any matter covered by the Agreement; it being understood there will be no interruption of work caused by such visitation. The authorized representatives of the Union shall contact the Director, Talent & Culture, providing reasonable notice, prior to arranging and pursuing such visitation.

(g) **Union Representation**

An Employee who is scheduled to attend a disciplinary discussion with the Company will be given reasonable time to contact a Union Steward or Representative. At such discussion, an Employee may be accompanied by the Union Steward or Representative. In the event the Union Steward or Representative are unavailable and the Company cannot reasonably reschedule the formal meeting, then the employee may have an available unionized member of his/her choice as a witness present at said meeting. At disciplinary meetings related to suspension or discharge, the employee may be assisted by the Local Chairperson, Union Steward and/or the National Representative.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Company reserves the right to exercise the regular and customary functions of management, and to retain those residual rights of management not specifically limited by the expressed terms of this Agreement, including but not limited to the right to:
- (a) To manage its operations in an efficient, profitable and competitive manner;
 - (b) Maintain order, discipline, efficiency, and to make, alter and enforce from time to time, rules, policies and regulations to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - (c) Introduce new or improved processes and procedures;
 - (d) Determine the nature and type of services to be provided by the Company and the methods to provide those services;
 - (e) Direct the work force and to create new positions, classifications or work units, and to determine the number of Employees, if any, needed in any position, determine job content and shift times and rotations and to determine whether a position will be continued or declared redundant;
 - (f) To select employees based on qualifications and performance;
 - (g) Hire, promote, classify, transfer, layoff and recall Employees; and
 - (h) Demote, discipline, suspend or discharge Employees.
- 4.02 Failure to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

ARTICLE 5 GENERAL HOLIDAYS

5.01 The following named holidays will be observed as General Holidays:

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

And any other day designated, by regulation, as a general holiday by the Lieutenant Governor in Council.

5.02 To qualify for a General Holiday with pay an Employee must:

- (a) work the scheduled shift immediately preceding and immediately following the general holiday except where the Employee is absent due to illness, and provides satisfactory medical evidence if requested by the Company, or other reasons applicable to the Company;
- (b) work on the General Holiday when scheduled or required to do so; and
- (c) have worked for the Company for 30 work days or more in the 12 months preceding the General Holiday.

5.03 An Employee will not qualify for a General Holiday with pay if:

- (a) the Employee is on an unpaid leave of absence;
- (b) the Employee is receiving benefits from the Workers' Compensation Board, Unemployment Insurance, or Short Term Disability Insurance;
- (c) the Employee does not work on a General Holiday when required or scheduled to do so; or
- (d) the Employee is absent from employment without the consent of the Company on the Employee's last regular work day preceding, or the Employee's first regular work day following, a General Holiday.

General Holiday Pay Entitlement

5.04 If an Employee does not work on the General Holiday that would normally have been a work day for the Employee, the Company shall pay the Employee general holiday pay in the amount of the Employee's average daily wage.

- 5.05 If an Employee works on the General Holiday that would normally have been a work day for the Employee, the Company shall pay the Employee general holiday pay in the amount of the Employee's average daily wage and an amount one and one-half (1.5) times the Employee's wage rate for all hours worked on that day.
- 5.06 If an Employee works on the General Holiday that would not normally have been a work day for the Employee, the Company shall pay the Employee general holiday pay in the amount of one and one-half (1.5) times the Employee's average daily wage for each hour of work on that day.

General Holiday Pay Eligibility & Entitlement		
	Normal Work Day	Not a Normal Work Day
Employee Works the Holiday	Hours worked x hourly wage x 1.5 + average daily wage*	Hours worked x hourly wage x 1.5
Employee does not work the Holiday	Average daily wage*	Not eligible for general holiday pay

*Average daily wage is calculated by averaging the Employee's total wages over the number of days worked by the Employee in the following period:

- a) the 4-week period immediately preceding the General Holiday; or
- b) the 4-week period ending on the last day of the pay period immediately preceding the General Holiday.

5 of 9 Rule

- 5.07 If an Employee works an irregular schedule, if in at least 5 of the 9 weeks preceding the work week in which the General Holiday occurs, the Employee worked on the same day of the week as the day on which the General Holiday falls, the General Holiday is to be considered a day that would normally have been a work day for the Employee.

ARTICLE 6 ANNUAL VACATION

Scheduling Vacation

- 6.01 The Company will post a vacation schedule for each department by October 15th of each year for the following calendar year and employees must submit their request for vacation by November 14th of the same year for vacation to be taken in the following calendar year. Employees will provide three preferences for their vacation. Vacation will be approved based on hotel seniority within each job classification. The Company will post vacation dates for each employee by department no later than December 15th of each year for the following calendar year. Requests made after November 14th will be approved on a first-come first-served basis.

Vacation Entitlement

- 6.02 During each year of continuous service in the employ of the Company, Full Time Employees shall earn entitlement to a vacation with pay. Vacation entitlement is based on the employees length of service as set out in the chart below:

Completed Years of Continuous Service	Vacation Entitlement
Less than 1 year	1 day per 25 working days
Less than 3 years	10 days / year
3 – 9 years	15 days / year
10 – 19 years	20 days / year
20 – 29 years	25 days / year
30 or more years	30 days / year

- 6.03 Vacation entitlement is calculated on a calendar year basis and taken each year based on the amount of service during that year. Vacation entitlement earned in the current calendar year must be taken in that same year. Vacation pay is accrued in the calendar year based on hours worked in that same year.

6.04 During each year of continuous service in the employ of the Company, Part Time and Casual Employees shall be paid vacation pay by payroll deposit on a bi-weekly basis. Vacation pay shall be earned based on the employees service and paid as set out in the chart below:

Completed Years of Continuous Service	Vacation Pay
0 – 3 years	4% of hours worked
3 – 9 years	6% of hours worked
10 – 19 years	8% of hours worked
20 – 29 years	10% of hours worked
30 or more years	12% of hours worked

Carry Over Vacation

6.05 Every four years an employee may carry over fifty (50%) percent of his/her earned vacation into the first quarter of the following calendar year, provided that the employee submits this request (including the specific date(s) on which they wish to schedule such carried over vacation) as part of their annual request for vacation for the following calendar year (e.g. a request to carry over unused 2019 vacation must be submitted by November 14, 2019, as part of the 2020 vacation request). Employees are required to take two weeks' vacation each calendar year. Any vacation that is unused and unscheduled as of November 14 of the calendar year to which the earned vacation relates will be scheduled on available dates as determined by the Company between January 1 and March 31 of the following calendar year.

ARTICLE 7 LEAVES OF ABSENCE

- 7.01 An Employee desiring a leave of absence without pay shall make application to the Director of Talent & Culture. Leaves of Absence requests, up to a maximum of six (6) months, shall be held to a minimum and approvals of these requests are at the sole discretion of the Director of Talent & Culture. The Company will consider such requests based on operational needs and obligations. The Company will provide an explanation regarding the denial of a Leave of Absence application if requested by the Union.
- 7.02 In order to be eligible for a Leave of Absence, an employee must have been employed for one (1) year.
- 7.03 Employees shall first exhaust any of their accrued vacation time prior to any unpaid leave of absence.
- 7.04 Employees absent from work on a leave of absence without pay shall not be entitled to any remuneration from the Company, including General Holiday entitlements. Vacation accrual or sick leave entitlements shall not accrue during the leave of absence.
- 7.05 Employees absent from work on a leave of absence without pay shall be required to pay in advance, the pro-rated amount of both the Employee and the Company share of the premiums for applicable benefits had such a leave of absence not been granted. Benefits may be continued during a general leave in accordance with the benefit carrier's plan.
- 7.06 When an Employee fails to return from a leave of absence without the express written permission of the Department Manager, the employee shall automatically forfeit their position with the Company. The Company may at its sole discretion consider a written request made by an Employee to extend an approved leave of absence if the Employee provides, in advance of their scheduled return to work date, satisfactory proof of illness or disability or another bona fide reason.
- 7.07 The Company may refuse any request for a leave of absence if the Company determines that the Employee cannot be spared.
- 7.08 **Leave for Union Business**
- (a) Time off for Union business will be without pay.
 - (b) Time off for Union business will be subject to operational requirements, but not be unreasonably withheld.
 - (c) The Union shall provide the Company with a copy of the request for time off for Union business with no less than ten (10) calendar days' notice from the date required off.
 - (d) At any given time, there shall be no more than two (2) Employees on leave for Union business.
 - (e) To facilitate the administration of this Article, the Company will grant the leave of absence with pay at the Employee's Basic Rate of Pay for such lost time and thereafter invoice the Union for the said payment, any applicable allowances, pension, benefits costs determined by the Company, of which the Union shall promptly pay.

7.09 The Company shall provide all leaves in accordance with the entitlements set out in the *Alberta Employment Standards Code*, as amended from time to time, unless agreed to in an enhanced form in the Collective Agreement.

7.10 **Return to Work**

Upon return from a leave of absence an employee shall resume his/her former position or may exercise his/her seniority rights as provided for in Article 11.

7.11 During approved leaves of absence, an employee will continue to accrue seniority.

7.12 **Bereavement Leave**

The Company recognizes that employees may require time away from work in times of bereavement. If a death occurs in the immediate family, the employee is permitted a leave of absence with pay for a maximum of three (3) consecutive working days. An immediate family member is defined as the employee's spouse, child, parent, grandparent, grandchild, brother, sister, step-parent (and step parent-in-law) and/or current parent-in-law.

Additional leave without pay may be granted on the request of the employee. In addition, if the employee is notified of the death while at work, the employee will be excused and paid for the balance of that shift and this time is not chargeable to the three (3) day's pay.

7.13 **Maternity / Parental / Adoption Leave**

Employees shall be granted maternity, parental and adoption leave of absence in accordance with the *Alberta Employment Standards Code*.

If following the completion of the maternity, parental and adoption leave of absence the employee desires additional leave prior to returning to duty, the employee may request a voluntary leave of absence in accordance with Article 7.01.

7.14 **Paternal Leave**

On request an employee will be granted up to five (5) days leave of absence without pay for paternity reasons.

ARTICLE 8 HOURS OF WORK & OVERTIME

8.01 Regular Work Hours

- (a) Except as otherwise provided for in this Article, the regular working day is eight (8) consecutive hours, exclusive of the meal period. The regular working week is up to forty-four (44) hours per week. However, hours of work may vary on a daily basis to meet guest needs and operational requirements.
- (b) This provision is not to be interpreted as a weekly or daily guarantee of hours and/or of days of work.
- (c) Part Time and Casual Employees may be scheduled to work different daily or weekly hours than Full Time Employees, but will be granted breaks consistent with their work group.

8.02 Rest Period

Employees will be provided with a thirty (30) minute unpaid rest period for each five (5) consecutive hours of work. Employees who are working shifts of five (5) hours or more shall have their rest period scheduled as close to the mid-point of the shift as possible.

8.03 Overtime

- (a) An Employee shall obtain approval from his or her supervisor prior to working overtime.
- (b) Overtime will be paid at the rate of one and one half (1½) times the Rate of Pay for all authorized hours of work in excess of eight (8) hours per day, or in excess of forty-four (44) hours in a work week.

8.04 Every effort will be made to avoid the necessity of overtime, however, when conditions necessitate, employees will perform authorized overtime work in each classification within each department with preference being given to senior employees who may decline work, provided a less senior qualified employee is available to perform such work.

8.05 Maximizing Hours

In order to maximize regular hours of work and upon mutual agreement between an employee and his/her supervisor, an employee who is not scheduled to work eight (8) hours in a day or forty-four (44) hours in a week may be scheduled to work extra hours at the employee's regular rate of pay. Employees will indicate their interest in working these extra hours up to eight (8) hours in a day or forty-four (44) hours in a week on their Personal Priority Form ("PPF"). When the Company requires additional hours of work it will offer to maximize the hours to employees within a job classification first, then within a department, before hours are maximized for other qualified employees.

ARTICLE 9 SHIFT SCHEDULES AND EMPLOYEE SHIFT PREFERENCES

9.01 Shift schedules for each department will take into account employee shift preferences based on information contained in their Personal Priority Form ("PPF").

Employee shift preferences will be taken into account based on the shift schedules being posted by the Company. One time per year, each employee will complete a PPF where they will outline the following information for their shift preferences, including:

- (i) Shifts; and
- (ii) Days off

The employee will indicate their priorities on the PPF when preferences cannot be met and the form will contain the following information:

- (iii) Change days off based on business volumes, but maintain shift preference;
- (iv) Change days off based on business volumes and change my shift preferences based on business volumes; and
- (v) Indicate if willing or not to work back to back shifts.

9.02 Full Time Employees will be scheduled first.

9.03 Pursuant to Article 9.01 (iii), (iv), and (v), employees can change their priorities on the PPF on a quarterly basis prior to the posting of the first schedule for that quarter.

9.04 Schedule assignments made by the Company will be based on seniority within each job classification and the Company will endeavour to schedule employees in accordance with his/her preferences and priorities while maintaining a qualified workforce that meets the operational needs and business volumes.

9.05 Should an employee leave a job classification, preferences will be reviewed with other employees based on seniority.

9.06 When a change is made to a schedule affecting the employee's shifts the employee shall be informed, with 24 hours' notice, and the change shall be recorded.

9.07 Shift schedules shall be posted weekly by Tuesday, for the week starting that Friday and ending the Thursday thereafter.

9.08 **Banquets**

(a) Banquet employees will be scheduled by their PPF as outlined above. As events are added, these additional shifts will be assigned by job classification and then by seniority, in accordance with the established PPF.

(b) Banquet Servers and Porters will be scheduled as either Servers, Porters or Bartenders based on their skill and ability and gratuities will be shared based on hours worked during each pay period.

- (c) Banquet gratuities, collected and disbursed, will be audited quarterly by the department's union steward and another banquet employee, who is selected by the banquet employees.

ARTICLE 10 LAYOFF & RECALL

10.01 Layoff Process

In the event that the Company needs to layoff employees, it shall layoff employees in reverse order of seniority within a job classification within a department. Regardless, all probationary employees in the affected job classification within said department shall be laid off first. A Full Time Employee will be considered senior to a Part Time Employee for the purpose of layoff.

- (a) Employees will be given ten (10) calendar days' notice, prior to the layoff period taking effect. Layoff notices will provide employees with the following option to allow them to indicate their preference to:
 - (i) displace a junior employee in a different job classification and department;
or
 - (ii) accept the layoff and be placed on the recall list.
- (b) Employees will indicate their choice to displace a junior employee or accept the layoff no later than ten (10) calendar days following the issuance of the layoff notice.

10.02 Displacing a Junior Employee

A laid off employee with the qualifications, experience, skill, ability and knowledge to perform the required work may, during the ten (10) day notice period in Article 10.01, displace a junior employee. Should an employee not exercise their seniority, they will be considered to be on layoff.

10.03 Eligibility for Recall

To be eligible for recall, a laid off employee must register their name, address, telephone number(s), and email address in writing, at time of layoff with the Talent & Culture Office. The employee must keep the Company informed in writing of any changes that may occur with respect the employee's address or telephone number.

10.04 Recall

Laid off Employees will be recalled, in order of seniority, provided however, those recalled have the qualifications, experience, skill, ability and knowledge to perform the required work. Laid off employees will remain on the seniority list for a period equal to the employee's service or twelve (12) months from the date of layoff, whichever is less, after which their name will be removed from the seniority list.

10.05 Recall Notice

An employee, recalled from layoff, shall be notified by telephone at the last known telephone number and email address on record with the Company and registered mail. A copy of the recall notice shall be given to the Union.

10.06 **Failing to Return**

When a laid off employee fails to advise the Company of their intentions to return to work or fails to give satisfactory reason for not returning to work, unless due to a bona fide illness and/or victim of an accident, within ten (10) calendar days of receipt of recall notice, the employee shall forfeit their seniority rights and their employment shall be deemed terminated.

ARTICLE 11 SENIORITY

- 11.01 Seniority is based on continuous time spent in the bargaining unit as of last date of hire.
- 11.02 There will be one seniority list upon which each non probationary employee will be provided with a Seniority Date which reflects the last date of hire with the Company.
- 11.03 Upon completion of the probationary period, the employee will acquire seniority and will be given seniority dates which shall be based on the employee's date of hire as a probationary employee. The seniority list will be revised by the Company and the Union every six (6) months and shall be given to the Chairperson of the bargaining unit for posting on the Union bulletin board.
- 11.04 An employee attaining seniority shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Company of any errors with respect to their respective seniority dates. Thereafter, the employee shall be deemed to have accepted the seniority dates posted.
- 11.05 Where two (2) or more employees have the same service and seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted by a Union Representative by arrangement between the parties and will be provided to the Company on the day of the draw. Previous Lottery dates for same date of hire stand as is.

ARTICLE 12 LOSS OF SENIORITY AND EMPLOYMENT

12.01 The seniority rights and employment of any employee shall cease for any of the following reasons:

- (a) If an employee voluntarily quits the employ of the Company or retires;
- (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- (c) If an employee abandons work without permission and without properly calling in for a period of more than three (3) consecutive working days, and does not provide a reasonable explanation for both the failure to report for work and the failure to call-in;
- (d) If an employee fails to report for work upon the expiration of any leave of absence, without a reasonable explanation.

ARTICLE 13 FILLING OF POSITIONS

- 13.01 When a position becomes vacant, the Department Manager will notify the Director of Talent & Culture, or designate, for vacancy advertisement and internal posting for the position.
- (a) Permanently vacant or new positions shall be posted for not less than five (5) calendar days on the Company portal.
 - (b) All applications for posted positions shall be made to the Talent & Culture department through the Company portal.
 - (c) Eligible Employees are those who have completed six (6) months of service in their present position.
 - (d) Employees applying on the vacant or new position will be given first priority if the employee is (i) in the same job classification, followed by employees applying on the position who (ii) work in the same department, as set out in Appendix "A".
 - (e) Internal applicants from other departments may also apply on the posting at the same time as applicants under (d) above and will be reviewed and evaluated for the vacant or new position.
 - (f) Depending upon the qualifications and skill sets being sought, the position may be advertised externally using various sources, approved by the Director of Talent & Culture, or designate.
- 13.02 The Director of Talent & Culture, or designate, will review and evaluate the applications received based on the qualifications and experience required for the position. The applicants who best meet the requirements of the position will be selected for an interview. Selection decisions for posted positions shall be based on factors as determined by the Company. Factors may include qualifications, experience, skill, ability, knowledge and work performance of the applicants. Internal candidates with the qualifications, experience, skill, ability and knowledge to perform the job will be given the first opportunity for the position.
- 13.03 Where these factors are considered by the Company to be relatively equal and satisfactory, seniority shall be the deciding factor.
- 13.04 Applicants for posted positions shall be informed of their acceptance or rejection within five (5) calendar days of the date of the decision. The Union may request a meeting with the Company to discuss the selection of the successful applicant.
- 13.05 The employee who has been successful in being awarded the position may return to their former position for up to five (5) shifts if they choose.
- 13.06 The Company will have a thirty (30) day trial period to evaluate the performance of the employee in the posted position and shall reassign the employee back to their former position if they are not suitable in the new position.

ARTICLE 14 PROBATIONARY PERIOD

- 14.01 The probationary period for all newly hired employees will be 450 hours, or three (3) months for full time whichever comes first or 450 hours or six (6) months whichever comes first for part time unless the parties have mutually agreed to extend the probationary period.
- 14.02 The Department Manager, following consultation with the Director of Talent & Culture, or designate, will meet with the Probationary Employee prior to the expiration of the probationary period for review of the Employee's performance.
- 14.03 The Department Manager, in consultation with the Director of Talent & Culture, or designate, will provide notification in writing whether the probationary period has been successfully completed or if their probation is being extended upon mutual agreement between the parties.
- 14.04 The Company may terminate the employment of a Probationary Employee for any reason, at any time, without notice or pay in lieu of notice (except as may be required by law) if the Probationary Employee is deemed by the Company to be unsuitable for employment. If found unsuitable and not retained during the probationary period the Union, upon request, will be provided with the specific reason as to why the employee was released. The Probationary Employee shall not have recourse to the Grievance Procedure set out in this Collective Agreement with respect to such termination.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 A grievance shall be defined as any difference concerning the interpretation, application, operation or alleged violation of this Collective Agreement. In the event of controversy concerning the meaning, application or alleged violation of any provision of this Collective Agreement, there shall be no suspension of work. The Union and the Company agree that there must be an attempt to resolve issues prior to progressing a matter to the Grievance Procedure, which shall be handled in the following manner:

Informal Discussions

An Employee who believes he or she has been aggrieved shall first take up the grievance with his or her supervisor, with or without a representative of the Union, within five (5) business days of the occurrence of the incident giving rise to the grievance.

Step One

- (a) If the difference is not resolved at the informal discussion, the Employee and the Union may submit a grievance in writing to the Director of Talent & Culture, or his or her designate, no later than five (5) business days after informal discussions.
- (b) The grievance must be presented in writing and must contain: i) full particulars of the facts giving rise to the grievance; ii) the provision(s) of the Collective Agreement considered; iii) the particulars of the remedy sought; and iv) the signature of a representative of the Union.
- (c) A grievance meeting will be held between the Director of Talent & Culture, or his or her designate, and the Employee and the Union, within five (5) business days from the date the written grievance is filed with the Company, pursuant to (a) above.
- (d) The Director of Talent & Culture, or his or her designate, shall reply within ten (10) business days of the grievance meeting, pursuant to (c) above. The response will address the particulars of the grievance, the relevant provisions of the Collective Agreement and the remedy sought.

Step Two

If the grievance is not settled at Step One, the Unit Chair or their Union Representative of the Union may, within ten (10) business days after receipt of the decision of the Director, Talent & Culture, under Step One, advance the grievance to the General Manager, or designate, at Step Two. The General Manager shall render his/her decision in writing within ten (10) business days after receipt of the grievance.

15.02 The Union may, by notice in writing to the Company, withdraw a grievance at any stage of the Grievance Procedure.

15.03 **Policy Grievance**

Either party may file a policy grievance. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances. A policy grievance shall be initiated in writing at Step One of the Grievance Procedure no later than ten (10) business days of the occurrence of the incident giving rise to the grievance.

15.04 **Group Grievance**

The Union may file a group grievance where a group of employees have been affected by an action taken by the Company. A group grievance shall be initiated in writing at Step One of the Grievance Procedure no later than ten (10) business days of the occurrence of the incident giving rise to the grievance.

15.05 **Company Grievance**

The Company shall have the right to file a grievance with the Union. The grievance shall be filed, in writing, with the Union no later than ten (10) business days of the occurrence of the incident giving rise to the grievance. A meeting shall be held between the Parties within ten (10) business days of filing the grievance. The Union shall reply within ten (10) business days of the grievance meeting. If the grievance is not satisfactorily resolved, the grievance may be referred to Arbitration pursuant to Article 16.

15.06 **Time Limits**

Should either party fail to comply with any of the time limits specified in this Article, the grievance shall be considered to be abandoned, or awarded, unless the Parties have mutually agreed, in writing, to extend the time limits, prior to the expiration of the time limits. Such requests will not be unreasonably denied. The time limits specified shall not include Saturdays, Sundays and General Holidays.

ARTICLE 16 ARBITRATION

16.01 If a grievance is not settled to the satisfaction of either Party at Step Two of the grievance procedure, either Party, upon written notice to the other Party, may have the grievance referred to a single Arbitrator no later than twenty (20) business days of receiving the written decision of the General Manager or his or her designate.

- (a) The written notice shall include a list of three (3) names of individuals that the referring Party is willing to accept to act as the single Arbitrator. Should the receiving Party accept any of the names suggested in the notice, it shall notify the referring Party within ten (10) business days of the acceptance of the individual suggested to act as the single Arbitrator. Should the receiving Party not accept any of the names suggested in the notice, it shall notify the referring Party within ten (10) business days and provide a list of three (3) names of individuals that the receiving Party is willing to accept to act as the single Arbitrator.
- (b) Should the Parties be unable to agree upon an individual to act as a single Arbitrator, either Party may apply to the Director of Mediation Services to appoint a single Arbitrator.

Arbitration Board

- (c) A grievance at this stage may, upon agreement of both Parties, be submitted to an Arbitration Board. The Arbitration Board shall include the Union's nominee, the Company's nominee and a Chairperson who shall be jointly appointed by the Union's nominee and the Company's nominee. The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board.
- (d) The Arbitrator or Arbitration Board shall not make any decisions inconsistent with the provisions of this Collective Agreement or make any decisions which would alter, modify, amend, add to, or subtract from any part of this Collective Agreement. The Arbitrator or Arbitration Board shall not adjudicate any matter not specifically grieved in the grievance.
- (e) The Parties shall pay their own respective expenses and shall equally share the fees and expenses of the Arbitrator or the Arbitration Board.
- (f) The decisions of the Arbitrator or the Arbitration Board shall be final and binding upon the Parties.

Time Limits

16.02 Should either Party fail to comply with any of the time limits specified in this Article, the grievance shall be considered to be abandoned, or awarded, unless the Parties have mutually agreed, in writing, to extend the time limits, prior to the expiration of the time limits. Such requests will not be unreasonably denied. The time limits specified shall not include Saturdays, Sundays and General Holidays.

ARTICLE 17 RESPECTFUL WORKPLACE

17.01 The Company's Discrimination and Harassment Prevention Policy promotes respect in the workplace and to maintain one that is free from discrimination and harassment. The Parties agree that there will be no discrimination with regard to employment or any term or condition of employment, because of the race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or of any other person.

17.02 The parties agree to comply with the Alberta *Human Rights Act* and as amended.

ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY

18.01 The Company, the Union and Employees are committed to supporting and promoting a healthy and safe working environment for all Employees and guests.

18.02 The Company shall continue a Joint Worksite Health and Safety Committee and work under its prescribed terms of reference.

- (a) The Joint Worksite Health and Safety Committee shall be governed by its terms of reference and the *Occupational Health and Safety Act*, and all related amendments, acts, codes and regulations.
- (b) The duties and responsibilities of the Joint Worksite Health and Safety Committee shall be governed by its terms of reference and the *Occupational Health and Safety Act*, and all related amendments, acts, codes and regulations.
- (c) The Joint Worksite Health and Safety Committee shall be comprised of representatives of the Company and the Employees. The representatives of the Employees shall be appointed in accordance with the constitution of the Union.
- (d) The Company and the Union agree to a Joint Worksite Health and Safety Committee consisting of not less than five (5) employees, preferably from different departments of the hotel, selected by the Union and not less than five (5) from the Company who shall meet on a regular monthly basis. It is agreed that a primary function of this Committee is to review the previous minutes, discuss accidents & incidents, potential hazards, initiatives to increase awareness and overall health & safety of all members and required action where necessary. Additionally, all members of the Joint Worksite Health & Safety Committee will participate in completing regularly scheduled site inspections. Minutes of these meetings shall be kept, posted on a bulletin board accessible to all employees with copies forwarded to the Local Union Chairperson.

18.03 Pay for Attending Joint Worksite Health & Safety Committee Meetings

The Company agrees that employees carrying out responsibilities as representatives of the Joint Worksite Health & Safety Committee will do so without loss of regular wages, in accordance with the provisions of the collective agreement, as it relates to the attendance at Company scheduled Committee meetings.

18.04 Sponsored Training Program

Employees required by the Company to take sponsored training programs in relation to health and safety, will be compensated without loss of regular wages while attending said training.

ARTICLE 19 STRIKES AND LOCKOUTS

- 19.01 In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Collective Agreement, there will be no strikes, slowdown or stoppage of work.
- 19.02 The Company agrees that there will be no lockout of employees during the life of this Collective Agreement.
- 19.03 The words "strike" and "lockout" shall be defined as in the *Alberta Labour Relations Code*, RSA 2000, c L-1, as amended.
- 19.04 The Company shall have the right to discharge or otherwise discipline Employees for just cause who take part in or instigate any strike, stoppage, or slowdown.

ARTICLE 20 CHANGE IN COLLECTIVE AGREEMENT

- 20.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement. Any agreement must be signed by the General Manager or designate and the Local President or designate or will be null and void.
- 20.02 The Company agrees not to enter into any agreement with employees, individually or collectively, which is in any way contrary to the terms and provisions of this Agreement. Any such agreements which are not mutually agreed between the General Manager and the Union President and the Local Chairperson of the Union will be null and void.

ARTICLE 21 DURATION

- 21.01 This Agreement shall be in force and effect from the date of ratification up to and including October 20, 2023 and from year to year thereafter.
- 21.02 Either Party may, by written notice to the other Party of not more than one hundred and twenty (120) days but not less than sixty (60) calendar days prior to the expiration of this Collective Agreement, advise of their intention to commence collective bargaining.
- 21.03 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been ratified by both Parties or until the requirements of the *Alberta Labour Relations Code*, RSA 2000, c L-1 have been met.
- 21.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or emailed and addressed, in the case of the Company, to the Director of Talent & Culture:

Director of Talent & Culture
 Sheraton Suites Calgary Eau Claire
 255 Barclay Parade S.W.
 Calgary, AB T2P 5C2

and in the case of the Union to the President, Unifor:

The President
 UNIFOR Local 4050
 410 – 10525 170 Street N.W.
 Edmonton, AB T5P 4W2

For the Union:

For the Company:

 Jay Thompson, UNIFOR Servicing Representative

 Michael Vos, Legal Counsel

 Karen Caig, President UNIFOR Local 4050

 Allison Durie, Director, Talent & Culture

 Sadeta Keskich, Committee Member

 Scott Richards, Director, Operations

 Jenalyn Atal, Committee Member

 Cole Millen, General Manager

 Susan Johnson, Committee Member

 Monica Ivancescu, Committee Member

 Benito Tanbonliong, Committee Member

SCHEDULE A – WAGES

Department & Job Classification	Rates of Pay					
	Year 1 Oct. 20, 2020	Year 1 Oct. 20, 2020	Year 2 Oct. 20, 2021	Year 2 Oct. 20, 2021	Year 3 Oct. 20, 2022	Year 3 Oct. 20, 2022
	Start Rate	Full Rate	Start Rate	Full Rate	Start Rate	Full Rate
			Market Adjustment + \$0.10	Market Adjustment + \$0.10	Market Adjustment + \$0.10 & 1% Increase	Market Adjustment + \$0.10 & 1% Increase
Guest Services						
Bell Captain	\$17.36	\$19.29	\$17.46	\$19.39	\$17.74	\$19.68
Bell/Valet Attendant	\$15.30	\$16.74	\$15.40	\$16.84	\$15.66	\$17.11
Overnight Bell/Valet Attendant	\$17.86	\$19.85	\$17.96	\$19.95	\$18.24	\$20.25
Front Desk						
Front Office Supervisor	\$20.80	\$23.10	\$20.90	\$23.20	\$21.21	\$23.53
Guest Services Agent	\$18.87	\$20.98	\$18.97	\$21.08	\$19.26	\$21.39
Night Auditor	\$19.78	\$22.25	\$19.88	\$22.35	\$20.18	\$22.67
Guest Services Centre Agent	\$18.36	\$20.41	\$18.46	\$20.51	\$18.75	\$20.82
Reservations						
Reservations Agent	\$18.76	\$20.84	\$18.86	\$20.94	\$19.15	\$21.25
Housekeeping						
Housekeeping Office Supervisor	\$20.80	\$23.10	\$20.90	\$23.20	\$21.21	\$23.53
Housekeeping Supervisor	\$19.49	\$21.64	\$19.59	\$21.74	\$19.89	\$22.06
Houseperson	\$17.99	\$19.99	\$18.09	\$20.09	\$18.37	\$20.39
Suite Attendant	\$16.62	\$18.96	\$16.72	\$19.06	\$16.99	\$19.35
Engineering						
Engineering Coordinator	N/A	\$24.76	N/A	\$24.86	N/A	\$25.21
Maintenance Person (with ticket)	\$26.21	\$29.15	\$26.31	\$29.25	\$26.67	\$29.64
Painter (with ticket)	\$26.21	\$29.15	\$26.31	\$29.25	\$26.67	\$29.64
Banquet Kitchen						
Banquet Chef de Partie	\$21.91	\$24.37	\$22.01	\$24.47	\$22.33	\$24.82
Banquet First Cook	\$20.44	\$22.71	\$20.54	\$22.81	\$20.85	\$23.14
Banquet Second Cook	\$19.13	\$21.26	\$19.23	\$21.36	\$19.52	\$21.67
Banquet Third Cook	\$16.98	\$18.87	\$17.08	\$18.97	\$17.35	\$19.26

Department & Job Classification	Rates of Pay					
	Year 1 Oct. 20, 2020	Year 1 Oct. 20, 2020	Year 2 Oct. 20, 2021	Year 2 Oct. 20, 2021	Year 3 Oct. 20, 2022	Year 3 Oct. 20, 2022
	Start Rate	Full Rate	Start Rate	Full Rate	Start Rate	Full Rate
			Market Adjustment + \$0.10	Market Adjustment + \$0.10	Market Adjustment + \$0.10 & 1% Increase	Market Adjustment + \$0.10 & 1% Increase
Fionn MacCool's Kitchen						
Fionn MacCool's Chef de Partie	\$21.91	\$24.37	\$22.01	\$24.47	\$22.33	\$24.82
Fionn MacCool's First Cook	\$20.44	\$22.71	\$20.54	\$22.81	\$20.85	\$23.14
Fionn MacCool's Second Cook	\$19.13	\$21.26	\$19.23	\$21.36	\$19.52	\$21.67
Fionn MacCool's Third Cook	\$16.98	\$18.87	\$17.08	\$18.97	\$17.35	\$19.26
Flower & Wolf Kitchen						
Flower & Wolf Chef de Partie	\$21.91	\$24.37	\$22.01	\$24.47	\$22.33	\$24.82
Flower & Wolf First Cook	\$20.44	\$22.71	\$20.54	\$22.81	\$20.85	\$23.14
Flower & Wolf Second Cook	\$19.13	\$21.26	\$19.23	\$21.36	\$19.52	\$21.67
Flower & Wolf Third Cook	\$16.98	\$18.87	\$17.08	\$18.97	\$17.35	\$19.26
Stewarding						
Steward	\$16.46	\$18.31	\$16.56	\$18.41	\$16.83	\$18.70
Fionn MacCool's Irish Pub						
Fionn's Server	N/A	\$15.00	N/A	\$15.10	N/A	\$15.35
Fionn's Bartender	\$15.00	\$15.30	\$15.10	\$15.40	\$15.35	\$15.66
Flower & Wolf						
Flower & Wolf Server	N/A	\$15.00	N/A	\$15.10	N/A	\$15.35
Flower & Wolf Bartender	\$15.00	\$15.30	\$15.10	\$15.40	\$15.35	\$15.66
Flower & Wolf Host	\$15.00	\$15.30	\$15.10	\$15.40	\$15.35	\$15.66
In Suite Dining						
In Suite Dining Attendant	\$15.30	\$16.70	\$15.40	\$16.80	\$15.66	\$17.07
Banquets						
Banquet Captain	\$17.23	\$19.13	\$17.33	\$19.23	\$17.60	\$19.52
Banquet Shift Leader	\$15.30	\$16.79	\$15.40	\$16.89	\$15.66	\$17.16
Banquet Server	N/A	\$15.00	N/A	\$15.10	N/A	\$15.35
Banquet Porter	\$15.30	\$16.33	\$15.40	\$16.43	\$15.66	\$16.70
Club Lounge						
Club Lounge Attendant	\$18.14	\$20.16	\$18.24	\$20.26	\$18.52	\$20.56

Letter of Understanding #1 - HOUSEKEEPING

The parties agree that they will hold a meeting a minimum of two (2) times per year, as required, at which will be present, the Local Union President, Chairperson, Union Steward, a maximum of two (2) Housekeeping employees, the Director, Rooms, the Director, Talent & Culture and the Director, Operations and/or the General Manager in order to review issues that may arise. The Union shall provide the Company with an agenda one (1) week prior to the meeting. This LOU will expire at the end of the term of the Collective Agreement.

For the Union:

For the Company:

Karen Caig, President UNIFOR
Local 4050

Cole Millen, General Manager

Letter of Understanding #2 - WOMEN'S ADVOCATE

Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues. The Company offers an Employee Assistance Plan which provides counselling and other services to help in this regard. The Union may appoint a Women's Advocate from amongst the female bargaining unit employees. The Women's Advocate will meet with female members to discuss their problems, provided that operational requirements are met, and refer them to the appropriate resources when necessary.

The Union will inform employees about the role of the Women's Advocate and provide contact information as to how the Women's Advocate can be contacted.

It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the Company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).

For the Union:

For the Company:

Karen Caig, President UNIFOR
Local 4050

Cole Millen, General Manager

Letter of Understanding #3 – BOOT ALLOWANCE

The Company will provide reimbursement of the cost to replace or repair one (1) pair of boots, to a maximum of fifty dollars (\$50.00) in Year 2 and 3, for employees who have completed their probationary period. Employees in Guest Services will be eligible for reimbursement of winter boots. Engineering employees will be eligible for reimbursement for CSA steel toe safety boots. The style and colour of these boots must be approved by the Company.

Employees may choose to carry over this benefit to every second year so as to have twice the annual benefit available and shall receive reimbursement based on such. Employees will be responsible to pay back their reimbursement to the Company if they depart within six months of receiving the reimbursement.

For the Union:

For the Company:

Karen Caig, President UNIFOR
Local 4050

Cole Millen, General Manager