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Article 1 – Purpose of the Agreement

- 1.01 The purpose of the Collective Agreement between the United Food and Commercial Workers Canada Union, Local No. 401 (UFCW) and the Employer (Hilton Garden Inn and Homewood Suites, Downtown Calgary – CALGARY HGIHS LTD) is to maintain mutually satisfactory working relations between the Employer and its employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation, and negotiation.

Article 2 – Duration of the Agreement

- 2.01 This Agreement shall be effective from the date of ratification (January 24th, 2020) and shall continue in effect until January 14, 2024. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Alberta Labour Relations Code.
- 2.02 Letters of Understanding may be mutually agreed to as appropriate, shall be incorporated into this Collective Agreement, and shall be enforceable under this Collective Agreement.
- 2.03 When notice to commence collective bargaining has been served pursuant to the Alberta Labour Relations Code, this Collective Agreement shall continue to apply to the Employer and the Union notwithstanding its termination date, and shall continue in full force and effect until:
- (a) The Union commences a legal strike; or

- (b) The Employer commences a legal lockout; or
- (c) The parties enter into a new or further Agreement.

- 2.04 This Collective Agreement shall apply to all employees covered by this Collective Agreement.
- 2.05 In the event that any word, phrase, sentence, Section, or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, Section, or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 2.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement, and ratified by the membership. Such changes shall be in writing and duly signed by the authorized agents of the parties.
- 2.07 Throughout this Collective Agreement, a word used in the singular applies also to the plural and vice versa, unless the context otherwise requires.

Article 3 – Successorship

- 3.01 The Employer and the Union agree that, in the event of the sale, transfer, or divestment of the business, this Collective Agreement will continue in full force and effect.

Article 4 – Union Recognition

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit of the Union, UFCW Local 401.
- 4.02 The Collective Agreement shall apply to employees covered under Certificate Number C1796-2020.
- 4.03 No employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.
- 4.04 The Employer acknowledges the right of the Union to have one (1) bulletin board at the Employer's facilities for its exclusive use. The Union bulletin board already in use shall remain at its current location. Only the Union shall have a key to the bulletin board.
- 4.05 Employees shall be allowed to wear Union pin(s), button(s), and insignia.
- 4.06 The Employer agrees to display the official Union Decal of the Union in a location where it can be seen by the public.
- 4.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each employee with one (1) copy. A copy of the Collective Agreement shall be provided to each employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at a place determined by the Union.

Article 5 – Union Membership, Security, and Check-off

5.01 As a condition of continued employment, all employees hired, rehired, reinstated, or transferred (someone returning to the bargaining unit), shall be required to complete and sign an application for Union membership and authorization of a payroll deduction of monthly Union dues and initiation fees. The Employer will give this application to an employee and it will be completed on their start date.

All new employees shall be required to become members of the Union as a condition of continued employment.

5.02 Within the first thirty (30) days of employment, new employees will be scheduled for a thirty (30) minute Union Orientation with a Union Representative.

During the Union orientation, employees shall be required to complete and sign a membership application authorizing a payroll deduction of monthly Union dues and initiation fees.

5.03 The Employer shall deduct the Union initiation fees, assessments, fines, penalties, levies, and Union dues from the pay of all employees as may be requested by the Union. Union dues shall be a regular deduction. They shall be deducted by the Employer from each employees' pay and remitted to the Union electronically. The Employer will provide details to the Union in situations where no or where incorrect deductions have been made. In the unlikely event of any error, corrections shall be made in a reasonable manner, as agreed by the Parties.

The monthly dues and fees of the Union will be deducted and remitted to the Secretary of the Union by the fifteenth (15th) day of the month.

- 5.04 When monthly Union dues are deducted, the Union will be given a list of employees.
- 5.05 The Employer agrees to forward to the Union office, on a quarterly basis, information relating to employees, including:
- (i) Name
 - (ii) Addresses
 - (iii) Phone Numbers
 - (iv) Email Addresses
 - (v) Date of Hire
 - (vi) Classification
 - (vii) Rate of Pay
- 5.06 The Employer will indicate on employees' T4 slips a statement of the annual Union dues which have been deducted.
- 5.07 Within two (2) weeks of ratification, the Employer shall require each employee to fill out all necessary documentation to secure Union membership.
- 5.08 The Employer agrees not to discriminate against an employee for being a member of the Union.

Article 6 – Union Stewards and Representatives

- 6.01 Shop Stewards
- (a) The Employer acknowledges and respects the important and unique role of Union Shop Stewards.
 - (b) The Union will appoint six (6) Shop Stewards. The Union shall notify the Employer of the appointed Shop Stewards.

(c) The necessary time which is spent by the Shop Steward during their regular working hours in reporting or resolving grievances, attending meetings, and New Member Orientation meetings specifically provided for herein shall be considered to be time worked.

(d) Union Stewards shall be permitted to perform Union Business on Employer time with having first obtained permission from the Supervisor.

Representatives

6.02 Within one (1) month of ratification, the Employer will provide a dedicated mutually agreeable location to conduct Union business on site.

6.03 An authorized representative of the Union shall have the right to interview an employee at his or her place of employment on matters respecting the Collective Agreement or its administration.

Union Access

6.04 The Employer agrees to cooperate with the Union when employment related documents are requested. The Employer recognizes the need to provide such documents to the Union in a timely manner so that the Union may exercise its representational rights and obligations.

6.05 The Employer acknowledges the right of the Union to visit the workplace and further acknowledges that, in order to ensure compliance with the Collective Agreement, that with reasonable advance notice to the General Manager, Union Representatives need to visit the workplace.

- 6.06 Union Representatives shall have access to the workplace covered by this Agreement and shall be permitted to visit all areas of the workplace where bargaining unit work is performed.
- 6.07 The Employer agrees that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence, or otherwise assists in respect of the initiation of prosecution of a grievance or other proceeding under this Collective Agreement.
- 6.08 The Employer will recognize a Union negotiating committee of six (6) employees. The Employer agrees to pay employees for time spent in Collective Agreement negotiations and bill the Union the wage and benefit cost.

Article 7 – Discipline and Discharge

- 7.01 The Employer has the right to discipline and discharge an employee for just and proper cause.
- 7.02 A Union Steward or a Union Representative shall be present at disciplinary meetings and during investigatory meetings.

If during a meeting, an employee feels that the meeting has become disciplinary or investigatory, they may request Union representation, and it shall be provided.

All discipline must be communicated and provided to the employee and the Union in writing prior to being placed on the employee's file.

- 7.03 Where the Employer intends to discipline an employee, such discipline must take place within fourteen (14) calendar days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.
- 7.04 Where an employee faces actual or possible discipline or discharge and the Employer wishes to rely in whole or in part on surveillance evidence in asserting just cause, the Union or its counsel, upon request, shall be allowed to view, hear, or scrutinize that evidence.
- 7.05 Employee discipline shall remain on file for eighteen (18) months, provided there has not been another infraction of similar nature (infractions will be categorized as either attendance, work performance, or policy violation).

Article 8 – Grievance Procedure and Dispute Resolution

- 8.01 Any difference between the parties to, or the persons bound by this Agreement as to its interpretation, application, administration, or alleged violation shall be considered to be a grievance.
- 8.02 Grievances shall be put in writing and shall be brought within fourteen (14) calendar days of an employee knowing or reasonably knowing about the matter giving rise to the grievance.
- 8.03 Grievances can be brought by employees (through Union Stewards or Union Representatives), Union Stewards, Union Representatives, or the Employer. They may be brought directly to a Manager. A grievance may also be brought to the attention of the Union Representative and then provided directly to the Manager.

The Parties shall make reasonable efforts to discuss and resolve grievances.

8.04 Within fourteen (14) calendar days of the grievance having been put in writing, the General Manager and Union Representative shall meet and make efforts to resolve the matter. During this time frame, the Employer's response to the grievance shall be put in writing and provided to the Union Representative.

8.05 A grievance concerning the discharge of an employee shall be brought and submitted directly to the General Manager within fourteen (14) calendar days from the termination date.

Within fourteen (14) calendar days of the grievance having been put in writing, the General Manager and Union Representative shall meet and make efforts to resolve the matter. During this time frame, the Employer's response to the grievance shall be put in writing and provided to the Union Representative.

8.06 Expedited Arbitration

If unresolved after the meetings in either Articles 8.04 or 8.05, either the Union or the Employer may refer the matter to arbitration by a single arbitrator.

The Parties will use the following arbitrators, on a rotational basis:

Mia Norrie
Deborah Howes
Bill McFetridge
Francis Price

The arbitrator will be encouraged to schedule hearings in an expedited manner. The arbitrator will make a final and binding decision and be encouraged to make that decision in an expedited manner.

The arbitrator does not have the authority to change Collective Agreement language.

Upon referral to arbitration, the parties may mutually agree to engage in a “without prejudice” process where the parties can seek to resolve the issues in dispute prior to the commencement of a hearing.

8.07 Arbitration Hearing Costs

Each party to the arbitration will bear one half (1/2) of the expenses associated with the arbitrator.

Article 9 – Seniority

9.01 Seniority shall be defined as the length of an employee’s continuous service with the Employer.

9.02 Seniority shall be determined by date of hire.

9.03 Initial Seniority Lists

The initial seniority list for employees on payroll at ratification can be found in Appendix B. Where two (2) employees have the same seniority date, then their order of seniority will be determined based on alphabetical order of the surname at date of hire.

Ongoing Seniority Lists

The Employer shall prepare and post seniority lists every three (3) months (on January 1st, April 1st, July 1st, and October 1st) on the Union bulletin board, with a copy to the Shop Stewards.

The seniority list will show:

- (a) The employee's name;
- (b) The employee's department;
- (c) The employee's job classification.

After ratification, should two (2) or more employees be hired on the same date, their seniority order will be determined based on who was awarded the position first.

Article 10 – Layoff and Recall

- 10.01 In the event of a layoff, the employee with the least seniority in their classification shall be the first to be laid off. Notice of layoff shall be posted on the Union bulletin board and in the department.
- 10.02 Recall of employee(s) on lay-off shall be in the inverse order of layoff, by classification, provided the employee(s) being recalled has the qualifications, skill(s), ability, and is competent to do the work available. No new employees shall be hired into a classification until those laid off in that classification have been recalled.
- 10.03 Laid off regular employees with at least one (1) year of employment, shall have recall rights for six (6) months. After six (6) months, laid off regular employees shall lose their

seniority and their employment shall be deemed terminated. The Employer must pay the employee termination pay no later than that day.

- 10.04 The Employer shall notify employees of recall by phone/email. If such employees fail to return to work by the third (3rd) day from notice of recall, the employees will be notified by registered mail. Laid off regular employees who fail to return to work without a legitimate reason within seven (7) days from receipt of registered mail shall lose their seniority and their employment shall be deemed terminated.

Article 11 – Promotions and Transfers

- 11.01 Seniority shall be the determining factor for the purpose of promotion and transfer, providing the factors of qualification and ability are equal among those applying for the position posted.
- 11.02 When a full-time or part-time regular vacancy occurs, such vacancy shall be posted for not less than seven (7) calendar days. Employee applications for vacancies shall be made in writing to the Department Manager, or designate.
- 11.03 The name of the successful applicant shall be posted within five (5) days of the date of the appointment and for a period of not less than fourteen (14) days.
- 11.04 On request, unsuccessful applicants will be given the reasons in writing.
- 11.05 The successful applicant shall be considered to be on a trial period of fifteen (15) shifts. During the trial period, the Employer agrees to provide appropriate training opportunities

and guidance to the employee. During the trial period, the employee may choose to return or the Employer may direct the employee to return to their former position and rate without loss of seniority. Employees directed to their former position will be given the reasons in writing.

- 11.06 An employee promoted or temporarily assigned to a higher paid classification shall receive the wage rate of the higher paid classification. An employee temporarily assigned to a lower-paid classification will maintain their current wage rate.

Any employee who works in a lower classification than the one in which they are regularly employed, shall not suffer any loss of wages.

- 11.07 An employee temporarily working outside their regular classification shall accrue such seniority time in their regular classification.

Article 12 – Probation

- 12.01 An employee will be considered on probation until they have completed ninety (90) calendar days of employment.
- 12.02 Upon completion of the probationary period, all employees shall have their service date credited to the date of hire.

Article 13 – Hours of Work and Overtime

13.01 Basic Work Week

Nothing in this Collective Agreement shall be construed as a guarantee as to the hours of work per day, nor as to the hours

of work for any other period of time, nor as a guarantee of working schedules. Subject to the other provisions of this Collective Agreement, employees will only be paid for hours actually worked. The basic work week for a regular full-time employee shall be forty (40) hours.

For the purpose of this article, a full-time employee shall be considered one who, normally, works forty (40) hours per week.

The operation of the Employer can, and the Employer shall have the right to, establish operations on a seven (7) day a week basis. Where operational conditions permit, the Employer will endeavour to schedule employees on a five (5) day, forty (40) hour a week schedule.

The Employer maintains the right to schedule shifts in accordance with work requirements. Starting times, quitting times, breaks, shifts, and the arrangement of shifts, shall be determined on an ongoing basis by the Manager.

13.02 Normal Hours of Work

- (a) Except as provided in Article 13.03, employees covered by this Agreement shall not be employed for greater than:
 - (i) Forty two (42) hours in each seven (7) day period;
 - (ii) Eight (8) hours in one (1) day.

- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be scheduled.

- (c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at the applicable regular or overtime rate in accordance with Article 13.03 (a).

13.03 Overtime

- (a) All the time worked in excess of the normal hours of work as defined in Article 13.02, shall be paid at the rate of time and one-half (1 1/2X) the regular hourly rate for all hours worked.
- (b) Compensating time off shall not be given in lieu of overtime pay.
- (c) When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.
- (d) Overtime will be offered by classification first to the most senior employees on shift who are qualified to do the work. If no employee volunteers to accept such overtime then the Employer shall have the right to assign the most junior employee who is capable of doing the work.

13.04 Time Clocks

- (a) The Employer agrees to provide a method by which employees can record their time worked. Employees will not suffer loss of pay or discipline because of a technological issue with the Employer's time recording device.

(b) Employees shall be paid for all authorized time worked.

13.05 Early Resolution of Payroll Disputes

The Employer is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly they should immediately bring it to the attention of their Manager. If the matter is not resolved to their satisfaction then he/she should bring it to the Union.

13.06 Work Schedules

(a) The Employer agrees to schedule employees by classification and in order of seniority.

If additional work becomes available, it will be offered to those on shift, by classification and by seniority. Senior employees have the right to refuse the additional work. If all employees refuse, the employee with the least seniority, who has the qualifications, skill, and ability for the job required will be scheduled to work.

(b) In the ordinary course of business, the order of scheduling employees within each scheduling group will be:

- (i) Full-time employees to the extent of their basic work week set out in Article 13.01.
- (ii) Part-time employees.

(c) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees.

(d) If required to work during meal or rest breaks employees will be paid at prevailing rates of pay.

- (e) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. The Employer shall notify employees of any changes in accordance to Article 13.08.
- (f) In the event that the Employer changes the schedule of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (g) The Union may request copies of schedules and hours worked and such requests shall not be unreasonably denied.
- (h) Each of the designated classifications shall constitute an individual scheduling group.
- (i) Preference in the available weekly hours of work shall be given to senior employees within their classification and in their department.

13.07 Scheduling

- (a) The Employer shall post the two (2) week work schedule on Wednesday not later than 6:00 p.m., preceding each work schedule, and once posted it will only be changed as per Article 13.08.

Weekly schedules shall be posted in a place readily accessible by employees.

The posted schedule for employees will be the following two (2) week period (starts Saturday).

- (b) An employee who reports for work at their regular start time without receiving notice of change shall be assigned duties and paid for the duration of the shift originally scheduled.
- (c) Definition of a shift(s) is all scheduled hours in a day for an employee.

In the event that a shift becomes available due to the temporary absence of an employee and where such absence is readily foreseeable prior to the start of such shift, and the Employer decides to fill the shift, Management will make reasonable efforts to offer such shift to a qualified and able employee in order of classification seniority, provided the shift does not conflict with the employee's posted schedule.

- (d) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, whenever possible, the Employer is obligated to first build and maintain shifts of eight (8) hours worked.

No shift shall be scheduled shorter than three (3) hours.

- (e) Whenever reasonably possible, employees will be assigned two (2) consecutive days off in each seven (7) day period.

13.08 Changes in Work Schedules

- (a) Scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules.

- (b) In situations which are beyond the control of the Employer, the Employer may give notice of less than forty-eight (48) hours, when changing the work schedules.
- (c) Employees, whose schedules are changed without the advanced notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

13.09 Reduction of Hours

The Employer shall not reduce the weekly hours of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

13.10 Event Staffing

- (a) Employees who wish to be considered for event functions will make their availability known to the Employer by completing an availability form.
- (b) The Employer will schedule staff for events with employees by seniority and classification from those who've indicated their availability as per Article 13.10 (a), with preference in the following order, provided the events do not conflict with their posted schedule:
 - (i) Employees who have not yet completed full time hours that week;
 - (ii) Employees who would be eligible for overtime.
- (c) The Employer maintains the right to engage agency labour to provide additional personnel in the event that

more are required. However, the Employer shall not displace any employees.

13.11 Meetings Outside of Working Hours

Employees at work that are requested by Management to attend information meetings or training exercises, outside of working hours, will be paid their regularly hourly rate for all such time that exceeds fifteen (15) minutes in duration. Employees that do not attend this type of meeting or training will not be disciplined.

Article 14 – Meal and Rest Periods

- 14.01 An employee working a daily shift of four (4) hours or more shall receive one (1) fifteen (15) minute paid rest period.
- 14.02 A daily shift of more than five (5) hours will have two (2) paid rest periods of fifteen (15) minutes duration. Upon mutual agreement, the rest periods can be combined and scheduled as near mid-shift as possible.
- 14.03 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods, fifteen (15) minutes each, and one (1) thirty (30) minute lunch period without pay. Rest period, as described above, shall be with pay. Except in situations which are beyond the control of the Employer, meal and rest periods will not be interrupted. If an employee is required to work during their rest period they shall receive an additional rest period at the earliest possible time restarting from the initial eligible entitlements.

14.04 Employees who do not receive a fifteen (15) minute rest period shall receive fifteen (15) minutes pay at their regular hourly rate, or overtime rate, in accordance with the Collective Agreement.

Employees who do not receive a thirty (30) minute lunch period shall receive thirty (30) minutes pay at their regular hourly rate, or overtime rate, in accordance with the Collective Agreement.

Article 15 – General Holidays

15.01 Employees will have the following paid General Holidays:

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	
Heritage Day (1 st Monday in August)	

All other public holidays proclaimed by the Federal or Provincial Governments.

To be eligible for General Holiday pay, employees must:

- (i) Work on a General Holiday when required or scheduled to do so; or
- (ii) Is not absent from employment without the consent of the employer on the employee's last regular work day preceding, or the employee's first regular work day following a General Holiday.

15.02 Employees with more than one (1) year of service, shall receive one (1) paid floater day per year. The floater day is to be requested in writing at least two (2) weeks in advance and approved in writing by Management without being unreasonably denied.

15.03 Full-time employees shall receive eight (8) hours' pay for each General Holiday. Part-time employees will have their General Holiday pay calculated based on the average daily shift over the last four (4) weeks. Calculations will be done by total number of hours divided by the number of shifts the part-time employees work in the previous four (4) weeks.

15.04 Employees required to work on a General Holiday shall be paid time and one-half (1 ½ X) their regular hourly rate for each hour worked.

15.05 Holy Days

With two (2) weeks' notice, employees will have the option to substitute up to two (2) of the General Holidays listed in this Collective Agreement for Holy Days generally recognized by followers of the employee's sincerely held religious beliefs.

Article 16 – Vacations

16.01 The vacation year shall be designated as January 1st through December 31st of each year. Vacation earned shall be taken within the vacation year.

(a) Annual vacation shall be requested in writing by November 14th for the upcoming annual vacation year.

- (b) Annual vacation requests shall be granted by the Employer by December 1st for the upcoming annual vacation year.
- (c) Annual vacation dates shall be granted on the basis of seniority in classification.
- (d) Employees who do not indicate a preference before November 14th may not be granted their choice of dates, based on operational requirements. Vacation not taken by December 31st will be paid out.
- (e) No request will be unreasonably denied.

16.02 Employees will earn vacation as follows:

Years of Service	Vacation Weeks	Vacation Pay
Start	0 weeks	4%
After 1 Year	2 weeks	4%
After 5 Years	3 weeks	6%
After 10 Years	4 weeks	8%

16.03 Vacation pay shall be paid on the next pay period following the specific day requested by the employee.

16.04 Should any statutory holiday occur during the employee's vacation period, an extra day of vacation with pay will be granted, either the working day proceeding or the working day following the vacation period. Such day will be the option of the employee provided it is requested before the November 14th vacation bidding deadline.

16.05 An employee who terminates their employment for whatever reason and has not received their vacation pay allowance as provided herein will receive at time of termination a

percentage of their earnings as stipulated in Article 16.02 above.

Article 17 – Leaves of Absence

17.01 General Provisions Governing Leaves of Absence

The Leaves of Absence in this article will be in accordance with the Employment Standards Code provisions effective June 11th, 2018 and will not be reduced due to a legislative change for the life of this Collective Agreement.

Unless otherwise stated in this article, the following shall apply to all Leaves of Absences:

- (a) At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act. Any legislated improvements for employees shall be deemed incorporated into this Collective Agreement.
- (b) Unless otherwise stated in this article, employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such leave request(s) may be granted at the Employer's discretion.
- (c) Before taking a Leave of Absence, an employee must give the Employer as much notice as is reasonable and practicable in the circumstances.
- (d) Unless otherwise stated in this article, notice of return to work shall be no less than one (1) week from the date

the employee intends to return to work. Upon return to work, employees shall be either:

- (i) Returned to the position they held prior to taking the leave; or
- (ii) Provided alternative work of a comparable nature at not less than the earnings and other benefit entitlements the employee had accrued prior to taking the leave.

17.02 Bereavement

- (a) In the case of bereavement in an employee's immediate family, an employee shall be granted up to three (3) days leave of absence without loss of pay in the following instances: death of father, mother, spouse, child, brother, sister, father in law, mother in law, sister in law, brother in law, grandparents, and grandchild. Proof of loss may be required.
- (b) Additional unpaid leave for bereavement purposes may be granted with consideration given to concerns such as, including without limitation, travel time to attend a ceremony, funeral, or memorial service.

17.03 Citizenship Ceremony Leave

Employees shall be entitled to up to a half-day of Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

17.04 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks' Compassionate Care Leave.

17.05 Critical Illness Leave

Employees shall be entitled to up to thirty-six (36) weeks' Critical Illness Leave for a child and up to sixteen (16) weeks' Critical Illness Leave for an adult.

17.06 Death or Disappearance of a Child Leave

Employees shall be entitled to up to fifty-two (52) weeks' Death or Disappearance of a Child Leave and up to one hundred four (104) weeks' Death or Disappearance of a Child Leave if the child has died as a probable result of a crime.

17.07 Domestic Violence Leave

Employees shall be entitled to up to ten (10) days' of Domestic Violence Leave.

17.08 Long Term Illness and Injury Leave

Employees shall be entitled to up to sixteen (16) weeks' Long Term Illness and Injury Leave.

17.09 Maternity and Parental Leave

Maternity Leave

Employees shall be entitled to maternity leave of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.

A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Division.

An employee who takes Maternity Leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Employer and provided a medical certificate indicates that resumption of work will not endanger her health.

Parental Leave

Employees shall be entitled to either:

- (i) Standard Parental Leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption; or
- (ii) Extended Parental Leave of not more than sixty-one (61) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

If employees are parents of the same child, Parental Leave may be taken wholly by one of the employees or shared by the employees. In such circumstances, the Employer may, at its discretion, grant Parental Leave to both to more than one employee at a time if so requested.

Notwithstanding the cessation or suspension of business operations, no employee shall be terminated or laid off who is on Maternity or Parental Leave, or because the employee is entitled to Maternity or Parental Leave.

17.10 Personal and Family Responsibility Leave

Employees shall be entitled to up to five (5) days' Personal and Family Responsibility Leave.

17.11 Reservist Leave

Employees shall be entitled to up to twenty-six (26) weeks' Reservist Leave.

17.12 Jury Leave

Employees shall be entitled to a leave of absence for Jury Leave.

17.13 Time Off to Vote

Employees shall be entitled to time off of up to three (3) consecutive hours to vote in Government elections pursuant to any municipal, provincial, federal, or band council electoral process.

17.14 Union Leave

The Employer agrees to pay employees for the following Union Leaves requested in writing by the Union and bill the Union accordingly for the wage and benefit cost. Employees on Union Leave of Absence shall be credited for seniority based on what they would have received had they been at work. Time on Union Leaves shall be considered as time worked for all purposes under this Agreement.

Union Office

The Employer agrees to grant time off, without pay and without discrimination, to an employee for Union Leave as designated by the Union. Such leave shall be for a maximum of one (1) year to serve in an official capacity with the Union. As much notice as possible shall be provided.

Negotiations Leave

The Employer agrees to grant time off, without pay and without discrimination, to employees appointed by the Union to participate in collective bargaining.

Union Participation Leave

The Employer agrees to grant time off, without pay and without discrimination, to employees designated by the Union to attend Union-related education courses, training, seminars, meetings, conventions, conferences, and member engagement initiatives. As much notice as possible shall be provided.

17.15 General Leave of Absence

Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. The duration of the Leave of Absence shall be granted based on the need expressed by the employee.

Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement.

Article 18 – Respect and Dignity

18.01 All employees shall be treated with dignity and respect in all circumstances.

18.02 Respect and Dignity

The Employer recognizes the need to hire, maintain, and promote only managerial officials who recognize the importance of dignity and respect in the workplace.

Article 19 – Health and Welfare

19.01 After six (6) months of employment, employees who work thirty (30) hours per week over the last twelve (12) weeks will be eligible for Health & Welfare Benefits. The cost of the premiums will be paid one hundred (100%) percent by the Employer.

All employees who are currently eligible for the Health and Welfare benefits remain eligible, with no interruption or re-qualification period as a result of this Agreement coming into effect.

For current employees who are yet to qualify, their current service will be counted toward eligibility, with no interruption as a result of this Agreement coming into effect.

Vision care to be included to a maximum of one hundred fifty (\$150.00) dollars per employee every two (2) years.

19.02 Sick Days

After six (6) months of employment, employees who work thirty (30) hours per week over the last twelve (12) weeks will earn point five (0.5) sick days per month, paid on the first day of illness. The sick days can be taken in four (4) hour or eight (8) hour increments. Sick days are not cumulative from year to year.

Article 20 – Health and Safety

20.01 The Employer agrees to make responsible provisions for the safety and health of the employees. Dangerous practice and devices shall be reported to the Employer and the necessary precautions to eliminate such hazards will be taken.

20.02 The Employer agrees to comply with the Occupational Health and Safety Code of Alberta.

20.03 Adaptive Equipment

The Employer agrees to provide and maintain adaptive equipment so as to minimize the impacts of working conditions on the health and safety of employees. Such adaptive equipment may include, but shall not be limited to, sit-stand stools, anti-fatigue mats, and/or any other adaptive devices.

The Joint Health & Safety Committee will make recommendations on any adaptive equipment required in the workplace.

20.04 Attitudes towards Accommodation Issues

The Employer recognizes mental health and physical disabilities as conditions that may require accommodation under Human Rights Legislation.

With consideration for the foregoing, the Employer commits to involving the Union in all discussions in which accommodations are being sought, considered, and/or (re)evaluated. Employees shall have the right to the presence of a Union Representative and/or Union Steward in meetings in which modified work and/or return to work programs are being discussed with an affected employee or employees.

20.05 Equipment Maintenance

The Employer will make every effort to ensure that equipment provided to employees shall be in kept in good repair.

- (a) An employee may refuse to work if they believe on reasonable grounds that the work constitutes an imminent danger to the employee's health and safety.
- (b) Prior to refusing to work, an employee must first report the issue to their Manager.
- (c) The Employer will not discriminate against an employee for reporting or refusing to work as per (a) or (b) above.

The Joint Health & Safety Committee will make recommendations on any adaptive equipment required in the workplace.

20.06 Workloads

The Health and Safety Committee shall in the course of their duties investigate, record, and make recommendations where workload is unsafe or will result in an occupational injury. The Union retains the right to grieve such issues.

Article 21 – Committees

21.01 Joint Labour-Management Committee

The Employer and the Union agree to establish a Joint Labour-Management Committee that, unless mutually agreed otherwise, shall meet at a time convenient to both parties within thirty (30) days of the request of the other party, to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement and the operation of the facilities covered by the Collective Agreement.

The Committee will include two (2) representatives each from the Employer and the Union, and up to three (3) bargaining unit employees as selected by the Union.

Employees on the committee are entitled to their regular wages for time engaged in these duties.

The Employer will record and post all minutes of these meetings on the bulletin board.

21.02 Joint Health and Safety Committee

A Joint Health and Safety Committee will be established, comprised of up to six (6) bargaining unit employees and up to two (2) Management employees.

The functions of this Committee will be to inspect work areas as assigned by the Committee and to discuss safety matters during a meeting scheduled for two (2) hours duration on a monthly basis. Minutes of the meetings will be recorded and posted in the work place. The minutes shall contain concerns of the Committee and proposed recommendations. The Committee shall not have authority to alter any portion of this Collective Agreement.

Employees on the Committee are entitled to their regular wages for time engaged in these duties.

The Employer will comply with the provisions of the Alberta Occupational Health and Safety Act.

The Employer will record and post all minutes of these meetings on the Employer bulletin board.

21.03 Health and Safety Representatives

Employees appointed by the Union to serve as representatives on the Joint Health and Safety Committee shall be granted Union Leave in accordance with Article 17.14 for Union training with no loss of seniority.

Article 22 – Whistleblower Protection

22.01 The Employer shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have in good faith, spoken out or complained about their workplace, working conditions, or the Employer, provided the issues have been brought to the Employer's and the Union's attention.

Article 23 – Gratuities

23.01 When the Employer charges a gratuity to the sponsor of an event, such as a Convention, Banquet, Wedding, etc. said distribution of gratuities shall be in accordance with the provisions set out by the Union Gratuity Committee in Article 23.03.

23.02 Special Event/Tour Gratuities

The current employee gratuity percentage will be maintained at sixty (60%) percent and shall be allocated to the unionized staff working the event or during the tour dates. The distribution of these gratuities shall be determined by the Gratuity Committee in Article 23.03.

23.03 The Union's Gratuity Committee shall consist of three (3) members of the affected employees for the Union. To the level of interest, the Committee shall consist of one (1) person from the Bar, one (1) person from the Kitchen, and one (1) person from the Restaurant. A representative from the Union will attend Committee meetings for the purpose of facilitating the meeting. All decisions shall be made by the members of the Committee.

The Committee shall meet within four (4) weeks of ratification, and shall continue to meet yearly for the duration of the Agreement, if required.

The fair and equitable distribution of gratuities shall be fully discussed and negotiated. The parties agree that the industry practice of sharing a percentage of the gratuities received by the servers is recommended and that servers will distribute an appropriate amount based on the discussions at the meeting. The decision of the Gratuity Committee shall be binding and implemented by the Employer.

The Committee meetings shall be held at a mutually agreed time and the parties will post meeting minutes on the Employer bulletin board.

23.04 Due Backs

Within twelve (12) months of ratification, the Employer will reimburse employees their due back (gratuities) seventy-two (72) hours following the closing of the accounting process each day, except on weekends or General Holiday, in which case it will be paid the next business day.

23.05 Revision of Records

The Union shall be permitted to review record related to all gratuities upon request to determine that the fund being paid out accurately reflect the funds collected by the hotel. The parties recognize that these records are proprietary and must be kept in the strictest confidence.

Article 24 – Wages

Effective January 14 th , 2019 (retroactive)	2.0% increase to all rates
Effective January 14 th , 2020	2.0% increase to all rates
Effective January 14 th , 2021	2.0% increase to all rates
Effective January 14 th , 2022	2.0% increase to all rates
Effective January 14 th , 2023	2.0% increase to all rates

Employer Proposal					
Department & Classifications	January 14, 2019	January 14, 2020	January 14, 2021	January 14, 2022	January 14, 2023
Kitchen Department					
Sous Chef	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88
Lead Cook	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87
Cook 1	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Cook 2	\$17.34	\$17.69	\$18.04	\$18.40	\$18.77
Dishwasher	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Food & Beverage Department					
Team Lead	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87
Server	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Host	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Support	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Room Department					
Team Lead	\$18.77	\$19.14	\$19.53	\$19.92	\$20.32
Room Inspector	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67
Laundry Attendant	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67
Room Attendant	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Public Areas Attendant	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Maintenance Department					
Team Lead	\$21.93	\$22.37	\$22.82	\$23.27	\$23.74
Maintenance (Non-ticketed)	\$18.87	\$19.25	\$19.63	\$20.02	\$20.43
Guest Service Department					
Team Lead	\$19.89	\$20.29	\$20.69	\$21.11	\$21.53
Night Auditor	\$18.87	\$19.25	\$19.63	\$20.02	\$20.43
Front Desk Agent	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Valet	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56

The Employer has a Cook 2 being paid \$15.00 as an intern.
The Employer has 1 Lead Cook being paid \$18.50.
The Employer has 1 Night Auditor being paid \$18.85.
The Employer has 1 Front Desk Agent being paid \$17.85.
The Employer has 1 Valet being paid \$15.35.

Article 25 – Equipment, Tools, Uniforms

25.01 Employees who are required to wear uniforms or special apparel during working hours shall have such uniforms or special apparel provided by the Employer.

Article 26 – Employee Rights

26.01 Employee Rights

The Employer recognizes the vital role that employees play in the success of the business. Both the Union and the Employer agree that all employees, both Management and bargaining unit, should treat each other with fairness, dignity, and respect. Without restricting the generality of the foregoing, the Employer recognizes the following employee rights:

- (i) The right to be informed of all workplace rights, obligations, policies, and rules;
- (ii) The right to translation and/or interpretation if necessary.

26.02 The Employer recognizes the need to take all reasonable precautions for the protection of employees from guests or customers who are abusive, threatening, or violent. The Employer understands the need to remove guests or customers from the premises who behave in an unacceptable, abusive, threatening, or violent fashion.

26.03 Security investigations shall be conducted with full deference to due and fair process, with Union representation ensured at all critical stages.

Article 27 – Staff Room

27.01 The Employer agrees to provide an employee staff room where employees can take their breaks. This room, or an additional room, will contain a private washroom.

Article 28 – Footwear Allowance

28.01 The Employer will provide reimbursement of the cost to replace or repairing of one (1) pair of safety shoes, to a maximum seventy-five (\$75.00) dollars per year, for employees who are required to wear safety shoes, and who have completed their probationary period.

Article 29 – Legislated Minimums

29.01 The Employer agrees to abide by all legislation that applies to the workplace.

29.02 At a minimum, employees shall have all the rights and entitlements provided under all legislation applicable to the workplace, including without limitation, the following:

- Alberta Employment Standards Code;
- Alberta Labour Relations Code;
- Alberta Human Rights Act;
- Occupational Health and Safety (OHS) Act; and
- Workers' Compensation Act.

29.03 The provisions of all applicable workplace legislation, including any legislated improvements for employees, shall be deemed incorporated into and shall be enforceable under this Collective Agreement.

Article 30 – Housekeeping Workloads

30.01 In the event that there is a particularly dirty room and the Room Attendant believes that she/he will not be able to complete the assigned number of rooms in the time allocated, she/he shall advise her/his Supervisor as soon as she/he is aware, but no later than 2:00 p.m. The Supervisor once called will assess the situation. Pending outcome of the assessment, taking into consideration that breaks shall be taken, the Supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day.

If an employee concludes their assigned rooms prior to the end of their shift, or if a room attendant loses an assigned room that has been a DND or already cleaned, the employee will be assigned other work where possible.

Signed this _____ day of _____, 2020.

Calgary HGIHS Ltd.

United Food and Commercial
Workers Canada Union,
Local No. 401

For the Employer:

For the Union:

Binny Saran
John Flegg
Jared Miranda

Halem Balolong
Joey Gabales
Amandeep Kaur
Raquel Santos
Stephen Reed
Joe Irving
David Smith

This Agreement was ratified on January 24th, 2020.

Appendix “A” – Classifications

Kitchen Department

Sous Chef
Lead Cook
Cook 1
Cook 2
Dishwasher

Food & Beverage Department

Team Lead
Server
Host
Support

Rooms Department

Team Lead
Room Inspector
Laundry Attendant
Room Attendant
Public Areas Attendant

Maintenance Department

Team Lead
Maintenance (Non Ticketed)

Guest Service Department

Team Lead
Night Auditor
Front Desk Agent
Valet

In the event the Employer intends to introduce a new bargaining unit classification that is not listed under Appendix "A," the Employer shall meet with the Union to discuss the implementation of the new classification and the rate payable prior to its commencement. The Union may file a Union grievance under the Grievance and Arbitration procedures.

Appendix “B” – Initial Seniority Lists

Last Name	First Name	Seniority Date
Dionisio	Bayani	June 20, 2016
Bautista	Analyne	June 20, 2016
Donato	Numeriano	June 20, 2016
Altura	Cynthia	June 20, 2016
Balolong	Halem	June 20, 2016
Barretto	Maila	July 4, 2016
Tao	Linn	July 18, 2016
Gabales	Joey	July 18, 2016
Agustin	Roel (Roy)	October 3, 2016
Santos	Raquel	November 7, 2016
McCauley	Evelyn	November 7, 2016
Reynolds	Randy	November 7, 2016
Magos	Hiltrudes	May 8, 2017
Felix	Tatiana	May 15, 2017
Gabol	Jenny	May 15, 2017
Rulloda	Rosalie	May 16, 2017
Surilla	Reycon	May 29, 2017
Castillo	Cristopher	June 14, 2017
Shirke	Akshay	June 20, 2017
Worobey	Alexandra	June 23, 2017
Setia	Amandeep	June 30, 2017
Dominguez	Allan	July 31, 2017
Crisostomo	Erwin	August 6, 2017
Padua	Jonathan	February 13, 2018
Dittrich	Stephanie	March 10, 2018
Oostrom	Miranda	March 13, 2018
Renaud	Caroline	March 13, 2018
Muhumed	Ifrah	March 20, 2018
Bronson-Colp	Allyson	April 10, 2018
Villareal	Nino Antonio	April 19, 2018
Bermejo	Jeanette	May 16, 2018

Yan	Edward	June 5, 2018
Altaeva	Anna	June 11, 2018
Keller	Kristi	June 12, 2018
Felix	Geraldine	June 24, 2018
Domingo	Cleofe	June 25, 2018
Daze	Karine	July 1, 2018
Ferrer	Jun Jorge	July 3, 2018
Domondom	Avelino	July 17, 2018
Dordus	Irina	July 31, 2018
Sibbaluca	Josephine	August 7, 2018
Hummelt - Miller	Catherine	August 21, 2018
Piedra	Daniel	August 21, 2018
McClellan	Gillian	August 29, 2018
Berina	Romulo	October 4, 2018
Avsalanov	Bulat	October 17, 2018
Salcedo	Trico	October 27, 2018
Aguayo	Luis	October 29, 2018
Heinikainen	Christian	January 15, 2019
Korshikov	Aleksei	March 6, 2019
Bautista	Lea	March 25, 2019
Hussein	Hoelon	April 8, 2019
Rhodes	Jasmine	April 30, 2019
Cuartero	Isidro	April 30, 2019
Kiac	Michelle	May 2, 2019
Olino	Mario	May 4, 2019
Silva	Maria Brigida	June 3, 2019
Ire	Aynabeba	June 11, 2019
Alcazar	Cheryl	June 13, 2019
Colaljo	Michelle	June 17, 2019
Flint	Josh	June 24, 2019
Aragon Torres	Diana	July 16, 2019
Ghimire	Kiran	July 30, 2019
Benhura	Donnell	July 30, 2019
Sandhu	Rupinder (Ruby)	August 10, 2019

Amoroso	Kaitlyn	August 13, 2019
Basbas	Marjorie	September 10, 2019
Diriye Hersi	Budon	September 10, 2019
Chaitan	Crystal	September 17, 2019
Abucejo	Jayson	September 24, 2019
Nicola	Vanesa	October 1, 2019
Paulino	Kerwyn	October 8, 2019
Rowe	Angela	October 15, 2019
Melsom	Philip	October 15, 2019
Amadin	Assan	October 29, 2019
Felix	Maxwell	November 19, 2019
Patterson	Brian	November 19, 2019
Kraba	Sohaib (Eli)	November 19, 2019
Keys	Natasha	November 23, 2019

Letters of Understanding

Letter of Understanding #1 – Fresh Start

January 24, 2020

The Employer agrees that all employees employed at the date of ratification shall have their disciplinary records fully expunged from their personnel files, and any other files that may exist. It is understood that this expunged information cannot be used after ratification for any purpose.

This letter of understanding shall expire at the end of this first Collective Agreement.

Sincerely,

Employer Representative

Letter of Understanding #2 – Staff Room

January 24, 2020

It is agreed that within six (6) weeks of ratification, the Labour Management Committee shall meet to discuss the establishment of male and female change rooms with a designated locker for each employee, and with suitable washroom facilities in each room. These rooms are in addition to the existing lunchroom.

The outcome of these meetings will be shared with the employees in written form.

This letter of understanding shall expire at the end of this first Collective Agreement.

Sincerely,

Employer Representative

Letter of Understanding #3 – Savings Clause

January 24, 2020

This will confirm that for the duration of this Agreement that:

1. No employee receiving a higher wage than called for in this Agreement shall have their wages reduced;
2. No employee shall have their health or welfare plan reduced; and
3. The meal program currently in effect for the employees covered by this Agreement will continue.

This letter of understanding shall expire at the end of this first Collective Agreement.

Sincerely,

Employer Representative

Signed this _____ day of _____, 2020.

Calgary HGIHS Ltd.

United Food and Commercial
Workers Canada Union,
Local No. 401

For the Employer:

For the Union:

Binny Saran
John Flegg
Jared Miranda

Halem Balolong
Joey Gabales
Amandeep Kaur
Raquel Santos
Stephen Reed
Joe Irving
David Smith

This Agreement was ratified on January 24th, 2020.