

COLLECTIVE AGREEMENT

between:

SILVER PRIME HOTELS LTD.

Operating as:

HOLIDAY INN EXPRESS

10010 – 104 Street

Edmonton, Alberta

T5J 0A1

(hereinafter referred to as the "Company")

and:

UNITE HERE Local 47

12836 – 146 Street

Edmonton, Alberta

T5L 2H7

(hereinafter referred to as the "Union")

Effective:

February 1, **2017** to **January 31, 2022**

CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – DURATION	1
ARTICLE 3 – MUNICIPAL, PROVINCIAL OR FEDERAL LAW	1
ARTICLE 4 – STRIKES AND LOCKOUTS	1
ARTICLE 5 – RECOGNITION AND SCOPE	2
ARTICLE 6 – HUMAN RIGHTS	2
ARTICLE 7 – RELATIONSHIP	2
ARTICLE 8 – UNION SECURITY	3
ARTICLE 9 – UNION REPRESENTATION	4
ARTICLE 10 – MANAGEMENT RIGHTS	4
ARTICLE 11 – HOURS OF WORK AND OVERTIME	5
ARTICLE 12 – SENIORITY	7
ARTICLE 13 – PROBATION	9
ARTICLE 14 – VACANCIES AND JOB POSTINGS	10
ARTICLE 15 – CLASSIFICATIONS AND WAGE RATES	10
ARTICLE 16 – PAID HOLIDAYS	10
ARTICLE 17 – VACATION	11
ARTICLE 18 – LEAVE OF ABSENCE	12
ARTICLE 19 – HEALTH AND SAFETY	14
ARTICLE 20 – BULLETIN BOARD	14
ARTICLE 21 – UNIFORMS	14

ARTICLE 22 – PRINTING OF THE COLLECTIVE AGREEMENT	14
ARTICLE 23 – DISCIPLINE AND DISCHARGE	15
ARTICLE 24 – GRIEVANCE PROCEDURE	15
ARTICLE 25 – BENEFITS	21
ARTICLE 26 – SCHEDULES	21

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish mutually satisfactory relations between the Company and its employees covered by this Agreement through the Union, and to secure the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and fair wages for all employees who are subject to the provision of this Agreement.

ARTICLE 2 – DURATION

- 2.01 This Agreement shall be in full force and effect from February 1ST, **2017** to January 31ST, **2022**, and from year to year thereafter unless either party gives notice in writing to the other of termination or of amendment not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the date of expiration. It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or related to the original proposals.

2.02 Extension of Collective Agreement:

The present Collective Agreement shall remain in full force and effect until the signing of a new Collective Agreement.

2.03 Incorporation of Letters of Intent:

Any letter of understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and must be signed by authorized representatives of both parties. All letters of understanding and intent given during negotiations shall be considered to be part of this Agreement and, therefore, arbitrable.

ARTICLE 3 – MUNICIPAL, PROVINCIAL OR FEDERAL LAW

- 3.01 It is understood that and changes in municipal, provincial and federal law which may void any individual portions of the Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.01 The Union undertakes and agrees that while this Agreement is in force, there shall be no strike. The Company agrees that there will be no lockout while the Agreement is in force.

ARTICLE 5 – RECOGNITION AND SCOPE

- 5.01 The Company recognizes the Union as the sole exclusive bargaining agent for all employees of Silver Prime Hotels Ltd., operating as Holiday Inn Express, employed at 10010 – 104 Street, Edmonton, Alberta T5J 0Z1, save and except persons above the rank of supervisor and Co-op students.
- 5.02 The Union and the Company agree that employees who are not covered under the scope will not be normally scheduled to work and/or perform bargaining unit duties unless in an emergency.

ARTICLE 6 – HUMAN RIGHTS

- 6.01 The Company and the Union will not condone personal harassment of any sort, or discrimination that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, sexual orientation, family status or handicap, or for any other grounds declared unlawful by Alberta Human Rights legislation. The Company agrees to provide the Union with a copy of its policy with respect to harassment.

ARTICLE 7 – RELATIONSHIP

- 7.01 The Company and the Union agree that there will be no discrimination, interference, restraint exercised or practiced by either of them or their representatives or members because of an employee's Union activity, or lack of Union activity.
- 7.02 Union Access:
Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the member. The Representative shall provide reasonable notice to the representative of Management. It is understood that such representative will not unreasonably interfere or disturb employees in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties in the Collective Agreement. The Company will not unreasonably refuse access to the premises.
- 7.03 Joint Meetings:
Joint Meetings of representatives of the Company and the Union shall be held periodically to review and consider the relationship. The results of all meetings will be reduced to writing by the party requesting the meeting and copies will be distributed to the Company and the Union.
- 7.04 The Company will provide an available meeting room at no cost to the Union for Union meetings for all employees covered by this Collective Agreement.

ARTICLE 8 – UNION SECURITY

- 8.01 All current and new employees shall become and remain members of the Union upon commencing employment.
- 8.02 All new employees will be required to complete and sign an application for membership and authorization for check-off dues and initiation fees as supplied by the Union to the Employer upon commencing employment.
- 8.03 The Employer shall deduct from the pay of all employees covered by this agreement, initiation fees, Union dues and assessments as determined by the Union constitution and by-laws, upon receipt of signed authorization.
- 8.04 The Employer shall remit to the Local Union by cheque, monthly Union dues and initiation fees on the tenth (10th) day of the month following the month in which deductions are made. Initiation fee and dues will be deducted from the employee's first pay. Remittance reports shall be forwarded to the Ranking Officer of the Union electronically.
- 8.05 The Employer will supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 8.06 It is understood that the amount of dues and initiation fees is determined by the Local Union, or by Union International Convention and can be changed by the local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same, so long as the Employer receives thirty (30) days notice. Furthermore, employees, prior to commencing work, shall be required to sign a form, which authorizes the deduction of union dues on a monthly basis and the deduction of initiation fees, reinstatement fees, assessments or back dues wherever applicable for new employees.
- 8.07 The Union agrees to indemnify and save the Employer harmless against any and all liabilities arising out of the foregoing after the funds have been deducted and remitted to the Union.
- 8.08 The Employer will supply each month to the Union, along with the monthly dues cheque, the employee check-off list which includes Social Insurance Number, classification, wage rate, home address, home telephone, employee's status, and any contributions to Union benefit plans on the employee's behalf.
- 8.09 The Employer will indicate on employees' T-4 slips, a statement of the annual Union dues which have been deducted.

ARTICLE 9 – UNION REPRESENTATION

9.01 Union Stewards:

The Company acknowledges the right of the Union to appoint or otherwise select two (2) Union Stewards from the employees in the bargaining unit, who have completed their probationary period.

9.02 The Union shall keep the Company notified in writing of the names of the Union Stewards and the effective date of their appointment.

9.03 Union Stewards, committee members or officials may leave their regular duties to conduct Union business related to the Holiday Inn Express on paid time with the permission of their supervisor, which shall not be unreasonably withheld. When they return to their regular duties, they will report to their supervisor again.

9.04 Negotiating Committee

The Company acknowledges the right of the Union to elect, appoint or otherwise select two (2) negotiating committee representatives from the employees in the bargaining unit who have completed their probationary period. In addition, the Union shall appoint any staff or other representatives at its discretion.

9.05 Paid for Lost Time:

Employees selected by the Union to attend meetings with the Company on Health and Safety, negotiations to renew this Agreement, labour/management meetings, and any other meeting between the respective parties shall be compensated by the Company for lost time from work for meeting time with management only to a maximum of two employees per meeting.

ARTICLE 10 – MANAGEMENT RIGHTS

10.01 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage the Hotel and direct the working forces. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:

- a. maintain order and discipline
- b. hire, discharge, promote or discipline employees, provided that a claim of discriminatory promotion or a claim that any employee has been discharged or disciplined without just cause may be the subject of a grievance or dealt with a hereinafter provided;
- c. formulate policies, rules and regulations and in particular the parties agree that it is the Company's absolute right to maintain order and discipline to hire promote, transfer, demote, classify, layoff, recall, retire, suspend or discharge or otherwise discipline employees for just cause, and furthermore, incidents of theft of Company

property, physical assault upon supervisory personnel and malicious damage to Company property shall constitute just and reasonable cause for discharge from employment;

- d. limit, suspend or cease operations, sub-contract or make necessary arrangements due to a change in the Company's policies with proper notice to minimize any impact on the employees and the Union.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours in the Article shall not be construed as a guarantee of such hours, or a guarantee of any particular shift or schedule, except as provided herein.

11.02 Reporting for Work:

- a. Where an employee who is required and scheduled to report for work reports for work, the employee will receive at least four (4) hours work at their straight time base hourly rate.
- b. Hours of work and available work will be assigned by seniority. Hours will be maximized by seniority.

11.03 Overtime:

Employees will receive one and one-half (1½X) times their regular rate of pay for all hours worked in excess of forty-four (44) hours per week.

11.04 Voluntary Overtime:

Any overtime shall be on a voluntary basis, except when emergencies arise. Overtime shall be offered by seniority and as equitably as possible among the employees who normally perform the work.

11.05 Meal Break:

- a. Where an employee is scheduled to work five (5) hours, they will receive an uninterrupted one half (1/2) hour paid lunch break or two (2) fifteen (15) minute paid breaks to commence no later than the end of the first five (5) consecutive hours of work. Fifteen (15) minutes if less than five (5) hour shift.
- b. In the event that on occasion an Employee is required by Management to work through the meal and/or rest breaks, said employee will be compensated an additional sum equal to the lost meal and/or rest break at the prevailing contractual wage rate or time off in lieu of for the time worked.

11.06 The Company agrees to provide an employee staff room where employee can take their breaks.

- 11.07 a. A work schedule shall be posted in a conspicuous place for the information of all employees. The work schedule shall contain the following information:
- Employees name
 - Classification
 - Days Off
 - Starting and finishing times
- b. Schedules to be posted seven (7) calendar days where possible and a minimum of three (3) calendar days prior to the starting date on the said schedule.
- c. Any change in scheduling must be mutually agreed upon with the employee and/or employees concerned at least seventy-two (72) hours prior to said change.

11.08 All employees are entitled to a minimum of eight (8) hours off between shifts.

11.09 Call In:

When business conditions require, the Company can offer work to employees who are not regularly scheduled. This will be done in order of seniority. Except for unforeseen circumstances, management will call in said employees with as much notice as possible.

If a Call In is required within two (2) hours after the completion of their regular shift, wages will be paid for actual hours worked in accordance with the Collective Agreement.

If a Call In is required more than two (2) hours after the completion of the regular shift, wages will be paid for **Three (3)** hours at regular wages and if weekly hours exceed forty-four (44) wages will be at overtime rates.

NOTE: the calculation for overtime and statutory holiday pay are based on actual hours worked.

11.10 Days Off:

Whenever possible, employees in accordance with seniority, shall be scheduled as such that they shall receive two (2) consecutive days off.

11.11 Sixth or Seventh Day:

Any work performed on the sixth (6th) day and any other consecutive day of an employee's work week shall be paid at the rate of time and one-half (1½X) of their regular hourly rate of pay. Where the employee has worked less than forty-four (44) hours in their work week and where the sixth (6th) day and any other consecutive day of the employee's work week is at the employee's request, they shall be paid their regular rate up to forty-four (44) hours, and time and a half (1½X) thereafter.

11.12 All hours worked by an employee in excess of twelve (12) hours per day shall be paid at the rate of double time (2x) their regular rate of pay.

11.13 FRONT DESK/GUEST SERVICE

- a. The Company will allow employees in this area to choose their regularly scheduled break time, so long as it reasonably takes into account the anticipated demands of the business.
- b. The employees will be responsible for cash shortages only when they are the only ones who have access to the till.

11.14 HOUSEKEEPING

- a. The parties agree that Room Attendants are to perform their duties according to established standards.
- b. The Company will assign floors and sections to Room Attendants as required.
- c. If a Room Attendant loses an assigned room that has been a no service or already clean room, they will be assigned other work where possible.

ARTICLE 12 – SENIORITY

12.01 Purpose:

The purpose of seniority is to afford preference to senior employees in recognition of their length of service with the Company. Seniority is intended to provide maximum work opportunity to senior employees, so long as they have the skill, experience, and ability to do the work.

12.02 Definitions:

Classification seniority shall be based on the length of service with the Company in the employee's current classification, from the date of commencing work in said classification. Classification seniority in the department applies to: working hours, days off, shifts, transfers, overtime, layoff and recall, and choice of vacation, where possible.

Company seniority shall be based on the length of service with the Company from the last date of hire. Company seniority applies to benefits and vacation entitlement.

- 12.03 a. The parties recognize that job opportunity and security shall increase in proportion to length of service. It is, therefore, agreed that in all cases of vacation, promotion, demotion, transfer, layoff, termination and recall, the Company will record seniority on a departmental basis and the departments shall be:

- Housekeeping
- Maintenance
- Front Desk
- Banquets

- b. i.) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a trial period for up to fourteen (14) shifts or thirty (30) calendar days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- ii.) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the employee decide during the trial period that they do not want to continue in the job, then the employee may be returned to their former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.
- c. In all cases of vacancy, promotion, demotion, transfers, layoffs, termination and recall, when all other factors are equal, seniority will govern.
- d. Management shall have the right to assess an employee's suitability when applying for other jobs with the Hotel.

12.04 Seniority shall be maintained and accumulated during:

- a. the first year of absence due to sickness or non-workplace related accidents;
- b. authorized leave of absence.

12.05 An employee shall lose their seniority standing and their name shall be removed from all seniority lists for any one of the following reasons.

- a. if the employee voluntarily quits;
- b. if the employee is discharged for just cause and is not reinstated in accordance with the provisions of the Agreement;
- c. if the employee is laid off and fails to return to work within three (3) days after they has been notified to do so by the Company by registered mail to their last known address (a copy of such notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail through no fault of the employee, the three (3) day period will commence only after the employee has become aware of the recall;
- d. if the employee has been laid off for lack of work for a period of more than twelve (12) consecutive months;

- e. if an employee is absent without permission for more than one (1) working day without both notifying the Company and providing it with a reasonable excuse for such absence.

12.06 Stewards will be issued an up-to-date seniority list twice a year, on February 1 and August 1st. A copy of such seniority list shall be given to the Union, and posted on the bulletin board for employee inspection, and the Company agrees to advise the Union of all new starts and terminations of employees as soon as possible after happening.

12.07 Notice of Temporary Lay-Off:

Whenever it becomes necessary to reduce the workforce, the employee affected shall be given as much notice as possible in advance of the date of the layoff or pay in lieu thereof. In any event, such notice shall not be less than three (3) days.

12.08 Seniority Lists:

- a. Transfers: All employees are welcome to apply for a position in another classification or department. If an employee is hired for the position, they shall have the right to remain on both seniority lists only to the extent that the employee continues to work in both the new and the old departments on a permanent basis. The Company shall assess if employees are qualified for the new position.
- b. All employees have the right to notify the Company of their availability for work.
- c. Transfers by Mutual Consent: An employee cannot be transferred or assigned to a job outside their department unless by mutual agreement, except in case of emergency.
- d. Temporary Transfers: An employee assigned to a job other than the one to which they are permanently assigned, for a minimum of one hour or more, shall receive their own rate or the rate of job to which they are assigned, whichever is higher for all hours worked.

ARTICLE 13 – PROBATION

13.01 The probation period for a new employee shall be a period of sixty (60) calendar days following commencement of employment.

13.02 The Employer may request a thirty (30) calendar day extension of time of the probation period for any new employee, by notice to the Union prior to the expiry of the sixty (60) calendar day period, which shall include details supporting such request. Any approval or rejection of an extension request shall be confirmed in writing between the parties within seven (7) calendar days of the Employer making the request.

13.03 Upon completing the probation period, seniority shall be established retroactive to the date of hire.

ARTICLE 14 – VACANCIES AND JOB POSTINGS

14.01 Job Vacancy Postings:

- a. When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall, with seven (7) calendar days, post a notice of the position on the bulletin boards for seven (7) calendar days. A copy of the notice shall be sent to the Union.

- b. Within seven (7) calendar days of the date of the appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin boards. The Union shall be provided with the name(s) of the successful applicant. If no candidate is appointed, then the Union shall be so notified.

The notice of posting shall contain the following information:

- i. the duties of the position;
- ii. the qualifications required;
- iii. the hours of work and days off of the position;
- iv. the rate of pay of the position.

ARTICLE 15 – CLASSIFICATIONS AND WAGE RATES

- 15.01 The Company agrees to pay and the Union agrees to accept those wage rates set out in Appendix "A". Said wage rates shall be considered minimum wage rates only.

- 15.02 The Company agrees to make matching RRSP contributions to a maximum of **four** hundred (\$**400**) per year for any member with five (5) or more years service, upon proof of receipt.

ARTICLE 16 – PAID HOLIDAYS

16.01 The Company and the Union will observe the following holidays:

New Year's Day	1 st Monday of August (civic holiday)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

Payment for said holidays shall be eight (8) hours regular straight time.

- 16.02 When required to work on the above noted holidays, all employees shall be paid at the rate of time and one-half (1 ½) their regular rate of pay in addition to the eight (8) hours pay. **The preceding language is grandfathered for all existing employees as of the date of ratification. For new employees hired after the date of ratification (2017) they will be paid time and a half (1.5X) for all hours worked on Statutory Holidays. When an employee is not scheduled to work on the Statutory Holiday they shall receive holiday pay in accordance with Employment Standards regulations which is five percent (5%) of the employee's wages, general holiday pay and vacation pay in the four (4) weeks immediately preceding the general holiday. When employees attain five (5) years of service they shall receive eight (8) hours of pay on general holidays.**
- 16.03 In order to be entitled to holiday pay, an employee must have worked their scheduled day immediately following the holiday, unless permission to be absent for either or both of the said days has been obtained, and the employee works their scheduled working days immediately preceding and following such absence.
- 16.04 Where an employee is not scheduled to work on a holiday, the Company shall give the employee the choice of:
- a. paying the employee their regular straight time of pay for the day; or
 - b. allow the employee to designate a working day within thirty (30) days upon mutual agreement and the date so chosen shall be deemed to be the holiday.

ARTICLE 17 – VACATION

- 17.01 The Company recognizes the need for rest and recreation on the part of its employees who are in active employ of the Company.
- 17.02 Vacation pay will be accrued from earnings on all hours worked.
- 17.03 The entitlement to annual vacation pay will be in accordance with the following schedule:
- a. Less than one (1) year of service – four percent (4%) of earnings;
 - b. More than one (1) year of service, but less than five (5) years – two (2) weeks vacation with pay calculated at four percent (4%);
 - c. More than five (5) years of service, but less than fifteen (15) years – three (3) weeks vacation with pay calculated at six percent (6%) of gross earnings;
 - d. More than fifteen (15) years of service – full-time employees to be entitled to the option of four (4) weeks vacation with pay calculated at eight percent (8%).

17.04 Vacations shall be granted within ten (10) months following the date on which an employee qualified.

Due to the peculiarities of the hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary. Therefore, the Company may grant vacations so as it does not prevent the Company from maintaining a qualified and adequate workforce.

17.05 Vacation credits shall not be cumulative from year to year.

17.06 Employees shall have preference according to seniority with respect to annual vacation within their departments and classifications provided they file application by January 15th of each year for vacations to be taken between March 1st and December 31st of that year. The Employer will respond to these applications in writing by February 1st.

Employees requesting annual vacation for between January 1st and March 1st each year shall make their application in writing by October 15th of the previous year and the Employer will respond by October 30th of the previous year.

Applications filed in writing outside these guidelines must be answered in writing within fourteen (14) days from receipt of the application, with vacations being granted on a first come first serve basis.

17.07 An employee requesting it, shall receive their vacation pay prior to the vacation leave on a separate cheque. The usual deductions from an employee's pay will be deducted from the employee's vacation money.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Personal Leave:

An employee may request a leave of absence without pay and without loss of seniority for personal reasons. Such a leave of absence shall not exceed three (3) months. Employees will notify the Company at least thirty (30) days prior to the date the leave would commence, except in the case of emergencies. The Company agrees to reply in writing within seven (7) days. It is recognized that all leaves shall be granted at the Company's discretion and subject to the Company's ability to maintain a satisfactory working schedule and qualified workforce.

18.02 One Personal Leave Per Year:

Employees will be entitled to one (1) personal leave of absence in a calendar year at management's discretion.

18.03 Request for Additional Leave:

Company approval for additional personal leaves of absence in the calendar year or an extension of their leave shall be granted at the Company's discretion and subject to

the Company's ability to maintain a satisfactory working schedule and qualified workforce.

18.04 Emergency Leave:

In the case of absence requests for personal emergencies, Company approval shall not be unreasonably denied. The Company reserves the right to require proof of personal emergency. Emergency leaves may be granted for up to three (3) months.

18.05 Seniority Accrues:

Any person who is absent with written permission shall not be considered laid off, and their seniority shall continue to accumulate.

18.06 Bereavement Leave:

An employee who suffers a loss in their immediate family or their partner's immediate family, shall be granted three (3) days leave of absence with pay. "Immediate family" for the purposes of this Article shall mean mother, father, spouse, partner, son, daughter, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents, stepchildren or step parents.

18.07 Jury Duty:

The Company shall grant an unpaid leave of absence to an employee who is required to serve as a juror.

18.08 Union leave:

- a. The Company shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office position. A request for such an approved leave must be given to the Company by the Union, in writing, at least fourteen (14) calendar days prior to the commencement of such leave, on Union letterhead and signed by an Officer of the Union.
- b. An employee who obtains such a leave of absence shall return to their employment within sixty (60) calendar days after the completion of their assignment with the Union.

18.09 Parental/Maternal Leave:

Leave shall be in accordance with the *Employment Standards Act*. An employee on such leave shall accrue seniority during the period of said leave.

18.10 Sick Leave:

- a. All full time employees of the Employer shall be entitled to sick leave with regular rates of pay, not to exceed an aggregate total of four (4) days per contract year for employees with one full year of service. Sick leave shall be paid effective as of the third consecutive day of illness. A Doctors note may be required.
- b. Employees who do not use any of their sick days during the year shall be compensated or paid out for half or 50% of their sick days at the end of each year.

ARTICLE 19 – HEALTH AND SAFETY

19.01 Cooperation:

The Company and the Union agree that they will mutually cooperate and maintain reasonable standards of safety and health in order to prevent injury and illness.

19.02 Joint Health and Safety Committee:

It is mutually agreed that the Company and the Union, without abdicating the responsibility of both parties, for health and safety matters, will establish a health and safety committee. The parties will comply with all laws and guidelines set out in the *Occupational Health and Safety Act* (RSO 1990).

19.03 Safety Equipment and Protective Clothing:

The Company agrees to supply all safety equipment and protective clothing necessary to maintain safe working conditions.

19.04 Occupational Health and Safety Act:

The Company and the Union agree to abide by the Alberta *Occupational Health and Safety Act*.

ARTICLE 20 – BULLETIN BOARD

20.01 The Company agrees to provide a bulletin board at a mutually satisfactory location on the premises for the convenience of the Union.

ARTICLE 21 – UNIFORMS

21.01 Uniforms or special style or colour of clothing and special equipment, if required by the Company, shall be furnished, laundered, cleaned and kept in repair by the Company, at no cost to the employee, and the Company agrees to maintain adequate and clean facilities for the uniforms or special style of clothing. Should an employee be required to work outside, appropriate rain or winter apparel such as parkas or raincoats, and safety boots for winter and summer, shall be supplied at no cost to the employee. The Employees agree to treat the uniforms with due care and attention.

ARTICLE 22 – PRINTING OF THE COLLECTIVE AGREEMENT

22.01 The Company and the Union agree to share the costs associated with printing the Collective Agreement. The Union and the Hotel shall proof-read prior to printing.

ARTICLE 23 – DISCIPLINE AND DISCHARGE

- 23.01 No Employee will be unfairly disciplined or terminated without just cause.
- 23.02 If an employee has been dismissed, they shall have the right to interview an available Union steward for a reasonable time before leaving the premises. The employer upon discharging an employee shall notify the Union Hall in writing of the cause, forthwith.
- 23.03 Where the Employer intends to discipline an employee, such discipline must take place within fourteen (14) days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction.
- 23.04 Discipline and discharge notices shall be issued to employees and shall set out reasons for the discipline and discharge. The employee may be asked to sign a copy of a notice of acknowledgement receipt, and that acknowledgement is not an admission of guilt. Employees shall receive a copy of all discipline and discharge notice.
- 23.05 Discipline Warnings:

Any termination of an employee for cause shall, if practical, be preceded by:

- (i) One (1) verbal warning in the presence of the employee and the Job Steward and/or the Union Representative, and
- (ii) One (1) written warning presented to the employee in the presence of the Job Steward and/or the Union Representative, and
- (iii) One (1) unpaid suspension presented to the employee in the presence of the Job Steward and/or Union Representative.

Any verbal, written or suspension warnings, covering any matter other than sexual or personal harassment, theft, breach of trust or acts of violence, that has been placed on the file of an employee, will subsequently be removed from their file as soon as the employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty of any kind.

ARTICLE 24 – GRIEVANCE PROCEDURE

- 24.01 Definition of a Grievance: Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

24.02 (a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom they report. At their option, the employee may be accompanied by the Job Steward for the department in which the employee works.

(b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Employer, within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence, which gave rise to the grievance, and it shall clearly state the provision(s) of the agreement, which has been violated.

Any meeting between the parties at this step may involve the employee, will involve the Job Steward and/or Union Representative and a person from management other than the employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within fourteen (14) calendar days after receipt of the grievance.

(c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made at a meeting that may be attended by the employee, will be attended by the Job Steward and/or a Union representative and the Employer's Senior Job Site Representative and Senior Human Resources Manager or their designate.

This step must be taken by notice in writing within seven (7) calendar days of the date on which the Employer's written answer was received in Step One.

(d) Step Three:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- i) The optional grievance procedure provided for in Article 23.05.
- ii) Go to a Single Arbitrator as agreed in (e) below
- iii) Go directly to full arbitration at Step Four

(e) If both parties agree, the grievance may be heard by a Single Arbitrator. The parties shall have seven (7) calendar days to agree on an Arbitrator. Failing

such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Articles 23.03 and 23.04 shall apply to such Single Arbitrator.

(f) Step Four:

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or by the recommendations of the investigator under the optional grievance procedure or by a Single Arbitrator appointed in (e) above.

(g) Union and Employer Policy or General Grievance:

The Union or Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

24.03 Arbitration Hearing and Award:

- (a) As soon as the Arbitrator has been appointed, the Arbitrator shall commence the hearing at the earliest possible time and render a decision promptly.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the Arbitrator, and to prepare a statement of all facts, which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the parties.
- (c) Each party to the arbitration will bear one half (1/2) of the expenses associated with the Arbitrator.
- (d) The parties recognize that they are bound by a decision of the Arbitrator, in accordance with Section 144 of the Labour Relations Code of Alberta.

24.04 Authority of the Arbitration Board: The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 143 of the Labour Relations Code of Alberta.

24.05 Optional Grievance Investigation Procedure: The parties have agreed to initiate an optional grievance investigation procedure on a trial basis, for the specified term of this Agreement and can only be used by mutual agreement between the parties, in accordance with the following:

- (a) Purpose and Scope: Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

- (b) Optional Grievance Investigation Procedure where a difference of opinion arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will mutually agree to or by either party making application to the Provincial Government to appoint an investigator, to:
 - (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within sixty (60) calendar days of the date of the receipt of the request; and, for those sixty (60) calendar days from that date, time does not run in respect of the grievance procedure.
- (c) Cost Sharing: Each party shall share the cost equally in relation to the reasonable remuneration, traveling and out of pocket expenses of the Investigator or their substitute.
- (d) Investigators - Alternates Agreed to, and Selection: The parties will mutually agree or will make application to the Provincial Government to appoint the "Investigators" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.
- (e) Option Choice and Timing: The parties may agree to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution to the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this agreement are then available and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within seven (7) calendar days.

- (f) Binding Recommendations: While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an

arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

24.06 Time Limits: A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned. Extensions may be requested by either party and shall not be unreasonably denied.

24.07 Persons Authorized to Deal with Grievances:

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Job Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

24.08 Fast Track Mediation/Arbitration Process: Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 23 of this Collective Agreement:

- (a) The process can only be used by mutual agreement between the parties;
- (b) The outcome will be binding on the parties;
- (c) The cost will be borne Employer – one-half (1/2), Union – one-half (1/2);
- (d) The procedure may be used after Step One or Step Two of the grievance procedure;
- (e) No legal counsel will be used by either party;
- (f) The number of cases to be heard at any given time will not exceed three (3).
- (g) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator;
- (h) Wherever possible the arbitrator will attempt to mediate a settlement between the parties;
- (i) In such cases that the arbitrator must write a decision, such decision shall be brief and to the point;

- (j) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case;
- (k) General rules of evidence will be waived except for the rule of "onus";
- (l) Location to be agreed between the parties;
- (m) Procedures Guidelines:
 - (i) The Opening Statement-. this should basically set out the case from each party's perspective. The arbitrator shall aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - (ii) The Hearing: sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of creditability or conflicting evidence, the key individuals must testify.
 - (iii) The Argument as agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer etc. However, it is imperative that the relevant provisions of the Collective Agreement be reviewed by counsel to ensure that all relevant clauses are put before the arbitrator.
 - (iv) The Decision: If mediation fails or is not appropriate, and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with representatives to explain the framework of their decision, the parties are provided with an opportunity to influence the exact terms of the resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- (n) With respect to grievances involving customer complaints, the following will apply:
 - (i) The person to whom the complaint was given shall be called to testify;
 - (ii) Bargaining unit or staff employees who can give direct evidence shall be called to testify;
 - (iii) Wherever possible, the complaint be committed in writing, in the customer's own handwriting;
 - (iv) Prior to the hearing, the parties discuss the evidence so there are no surprises.

ARTICLE 25 – BENEFITS

25.01 The Employer shall provide the Plan attached hereto as Schedule A which shall form part of this Collective Agreement

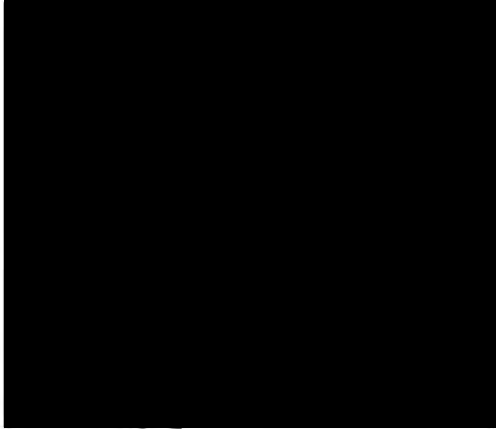
ARTICLE 26 – SCHEDULES

26.01 Attached to the present Agreement are the following appendixes and schedules which are hereby declared to form part hereof:

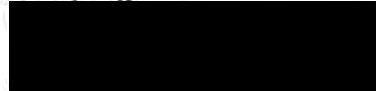
Schedule A -	Health and Welfare
Appendix A-	Wages

Executed this 24 day of APRIL 2018.

FOR THE UNION:



FOR THE COMPANY:



SILVER PRIME

PRESIDENT
HOTELS LTD

**SCHEDULE A
BENEFITS SUMMARY**

CONDITIONS FOR ENROLLMENT

The Benefit Plan applies to full-time employees who work a minimum of 30 hours per week. (For detailed description – see Benefit Booklet).

HOLIDAY INN EXPRESS, EDMONTON – PROPOSED SUMMARY OF BENEFITS UNION EMPLOYEES

BENEFITS	UNION EMPLOYEES
Life insurance& AD&D Schedule Termination	Flat \$20, 000 Age 65
Supplementary Health	
Claims Method	Reimbursement
Deductible	\$10 Single/\$20 Family
Co-insurance – Drugs	80%
Co-insurance – Other Expenses	100%
paramedical maximum	\$500
Clinical Psychology & Speech Therapy	\$1000 per calendar year
Hospital	Semi-Private
Vision Care	
Prescription Glasses	\$100/24 Months
Dental	
Basic	80%
Preventative	80%
Major	50%
Combined Annual Maximum	\$1,500
Orthodontics	50%
lifetime Maximum	\$1,500 per child
Recall	6 months, but fluoride only once per year

This Summary is for illustration purposes only. Your insurance contract will be the governing document.

Note: All benefits terminate at age 65

Insurance coverage provided by the carrier

Three month waiting period

Available to full-time employees working **30** hours per week averaged over an 8 week period. Benefits will terminate if employee’s average weekly hours fall below **30**.

Coverage is mandatory for eligible employees. However, you can waive the Health and Dental coverage if you have Health and/or Dental coverage through your spouse's group insurance plan with their employer.

PREMIUM

For those employees who will be enrolled in this Benefit Package, the following amounts will be deducted per month:

Twenty percent of the premium costs charged by the benefit carrier(s) paid monthly when due and deducted from an employee's pay in advance. The balance of the 80% of the premium costs shall be paid by the Company. Notwithstanding that the premium costs may increase or decrease from time-to-time based upon insurance underwriting guidelines, claims experience at the hotel or group in which it forms a part or other factors relating to the type of coverage sought and available. Employees hired after February 1, 2002 shall pay 50% of premium for duration of contract, with the Employer paying the remaining 50%.

Appendix A- Wages

DEPARTMENT	CLASSIFICATION	Current Start	Current 6 MO	Current 1 Year	DOR Dec 15,2017 Start	DOR Dec 15,2017 6 MO	DOR Dec 15,2017 1 Year	Feb 1, 2019 Start	Feb 1, 2019 6 MO	Feb 1, 2019 1 Year	Feb 1, 2020 Start	Feb 1, 2020 6 MO	Feb 1, 2020 1 Year	Feb 1, 2021 Start	Feb 1, 2021 6 MO	Feb 1, 2021 1 Year
Housekeeping																
	Supervisor	\$15.88	\$16.45	\$16.90	\$16.13	\$16.70	\$17.15	\$16.38	\$16.95	\$17.40	\$16.63	\$17.20	\$17.65	\$16.88	\$17.45	\$17.90
	Room and Laundry Attendant	\$14.92	\$15.36	\$16.32	\$15.17	\$15.61	\$16.57	\$15.42	\$15.86	\$16.82	\$15.67	\$16.11	\$17.07	\$15.92	\$16.36	\$17.32
	Houseperson	\$14.92	\$15.36	\$16.32	\$15.17	\$15.61	\$16.57	\$15.42	\$15.86	\$16.82	\$15.67	\$16.11	\$17.07	\$15.92	\$16.36	\$17.32
	Night Cleaner (Security)	\$16.95	\$17.57	\$18.10	\$17.20	\$17.82	\$18.35	\$17.45	\$18.07	\$18.60	\$17.70	\$18.32	\$18.85	\$17.95	\$18.57	\$19.10
Front Office																
	Supervisor	\$17.51	\$18.18	\$18.84	\$17.76	\$18.43	\$19.09	\$18.01	\$18.68	\$19.34	\$18.26	\$18.93	\$19.59	\$18.51	\$19.18	\$19.84
	Guest Services	\$15.64	\$16.16	\$16.68	\$15.89	\$16.41	\$16.93	\$16.14	\$16.66	\$17.18	\$16.39	\$16.91	\$17.43	\$16.64	\$17.16	\$17.68
	Night Auditor	\$17.26	\$18.02	\$18.61	\$17.51	\$18.27	\$18.86	\$17.76	\$18.52	\$19.11	\$18.01	\$18.77	\$19.36	\$18.26	\$19.02	\$19.61
Breakfast Bar																
	Host	\$14.24	\$14.50	\$14.77	\$14.49	\$14.75	\$15.02	\$14.74	\$15.00	\$15.27	\$14.99	\$15.25	\$15.52	\$15.24	\$15.50	\$15.77
Banquets																
	Server	\$13.94	\$14.41	\$14.87	\$14.19	\$14.66	\$15.12	\$14.44	\$14.91	\$15.37	\$14.69	\$15.16	\$15.62	\$14.94	\$15.41	\$15.87
	Bartender	\$14.24	\$14.77	\$15.30	\$14.49	\$15.02	\$15.55	\$14.74	\$15.27	\$15.80	\$14.99	\$15.52	\$16.05	\$15.24	\$15.77	\$16.30
	*** (Salary) lead hand	\$16.27	\$16.84	\$17.44	\$16.52	\$17.09	\$17.69	\$16.77	\$17.34	\$17.94	\$17.02	\$17.59	\$18.19	\$17.27	\$17.84	\$18.44
Maintenance																
	Maint. Supervisor	\$21.99	\$22.81	\$23.46	\$22.24	\$23.06	\$23.71	\$22.49	\$23.31	\$23.96	\$22.74	\$23.56	\$24.21	\$22.99	\$23.81	\$24.46
	Gen. Labourer	\$18.82	\$19.47	\$20.28	\$19.07	\$19.72	\$20.53	\$19.32	\$19.97	\$20.78	\$19.57	\$20.22	\$21.03	\$19.82	\$20.47	\$21.28