



COLLECTIVE AGREEMENT

BETWEEN

**CONVENTION CENTRE CORPORATION
(hereinafter known as "the WCC")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 500
(hereinafter known as "the Union")**

**TERM OF AGREEMENT:
*FEBRUARY 5, 2016 TO FEBRUARY 4, 2020***

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ARTICLE 1 - BARGAINING AGENT

- 1.01 The WCC recognizes the Union as the sole collective bargaining agent for a unit of all employees of the WCC except those exemptions agreed to under Appendix "A" of Certificate No. MLB-4614 as updated in Schedule "C" to this Collective Agreement and further all staff other than Event Kitchen Staff called in for specific events and for functions including banquets (namely waiting, bussing, bartending and concession personnel, cashiers, ticket takers, coat checkers, extra security personnel).

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as in this Agreement otherwise expressly provided, it is acknowledged that the WCC has the sole right, responsibility and authority to manage, operate and generally regulate the WCC and its business, affairs and functions and to direct and control its working forces. In administering the Collective Agreement the Employer agrees to act reasonably, fairly and in a manner consistent with the terms of the Collective Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 "Callback" means a callback to work received by an employee during the period between his completion of work and subsequent starting time.
- 3.02 An "employee" is a person employed by the WCC as a full-time or a regular part-time employee as defined below within one of the occupational classifications within the scope of this agreement.
- 3.03 A "full-time" employee is one who works on a regularly scheduled and consistent basis for thirty-five (35) or more hours per week. Event Kitchen Staff shall not be considered as full-time employees for any purposes.
- 3.04 A "regular part-time" employee is an employee (other than a full-time employee) who has been employed by the WCC for at least five hundred (500) hours in the immediately previous or current calendar year.

When a "regular part-time" employee fails to maintain five hundred (500) hours in the immediately previous calendar year, that employee is then removed as a "regular part-time" employee and placed on the "irregular part-time" list. All benefits accorded to "regular part-time" employees will be terminated. Such terminated benefits can be reactivated subject to the terms of the existing Collective Agreement and the terms of the coverage carrier.

An "irregular part-time" employee is an employee who has not been employed by the WCC for at least five hundred (500) hours in the immediately previous or current calendar year. Irregular part-time employees shall pay union dues in accordance with Article 4.01 of the Collective Agreement, shall be given and entitled to utilize seniority

in accordance with Article 11.09 and shall be scheduled in accordance with Article 13.09 of the Collective Agreement, and shall receive the wage rate set forth in the Collective Agreement, but they shall not otherwise be subject to the provisions of the Collective Agreement or be entitled to receive any of the benefits set forth in that agreement.

An irregular part-time employee who has worked less than one hundred (100) hours in the immediately previous calendar year may at the option of the WCC be dropped from the irregular part-time list.

After an employee has achieved their five hundred (500) hours for five (5) consecutive years, they will be deemed "regular part-time" status, from that point forward.

- 3.05 A "probationary employee" is (a) one who is an irregular part-time employee; or (b) any full-time employee who has not completed three (3) months of continuous employment; or (c) any employee whose probationary period has been extended by not more than three (3) additional months, with written notice to the Union, and the approval of the Union being received.
- 3.06 "Biweekly period" shall mean the two (2) calendar weeks constituting a pay period.
- 3.07 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 3.08 "Common-law spouse" means a person whom you are publicly representing as your spouse and have been living with for one (1) year if both you and your spouse are not prevented by law from marrying, or three (3) years if either you or your spouse is prevented by law from marrying. For the purposes of this Agreement, a common-law spouse and relatives will be considered in the same way as a legal spouse. For example, the parent of a common-law spouse will be considered a parent-in-law.
- 3.09 Wherever practical, all available hours of work within a seniority group as set forth in Schedule "A" must be offered to qualified regular part-time employees within that seniority group to a maximum of eight (8) hours per day or forty (40) hours per week and then to qualified irregular part-time employees within that seniority group before any casual labour or new employees are hired. In applying this clause to the Event Kitchen Staff group, "qualified" shall mean those employees with the necessary skills, qualifications and productivity rates (as determined by the WCC).

ARTICLE 4 - UNION SECURITY/NO DISCRIMINATION

- 4.01 The WCC agrees that it will deduct from the wages of each employee in the unit affected by the Collective Agreement, whether or not the employee is a member of the Union, the amount of the regular membership dues payable by a member of the Union, as determined by the membership of the Union, under their said constitution. Union dues to be payable on the biweekly pay period.

- 4.02 The WCC agrees that it will remit such Union deductions to the Treasurer of the Union not later than the end of the month, and shall provide the Union with a list of the names from whom such deductions were made.
- 4.03 The representative of the Union shall, on presenting his credentials to the Department Head, and/or Director of Human Resources, be permitted to interview the employees for whom the Union is the certified bargaining agent, provided that the work of the WCC shall not be unreasonably interrupted and shall do so in a location indicated by the Department Head.
- 4.04 The WCC recognizes the role of Union executives, grievance committees and negotiating committees and stewards in labour/management relations and shall not discriminate against them.
- 4.05 No employee shall be required to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 4.06 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practised with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation or membership in the Union or activities in the Union.

ARTICLE 5 - UNION DUTIES

- 5.01 If proper discharge of his responsibility requires the absence from work of the Union Designate, in order that the work of the WCC shall not be unreasonably interrupted, he shall not leave his work without obtaining the permission of his supervisor.

ARTICLE 6 - UNION REPRESENTATIVES AND ACTIVITIES

- 6.01 The WCC acknowledges the right of the Union to elect stewards who may assist employees in presenting their grievances to the designated representatives of the WCC, in accordance with the Grievance Procedure.
- 6.02 Only employees of the WCC shall be eligible to serve as Union stewards and members of the Grievance Committee.
- 6.03 Grievance Committee members and shop stewards will be designated in writing by the Union to the WCC not later than December 1 of each year. Members of the Grievance Committee or Negotiating Committee will not lose pay for time spent during scheduled working hours attending scheduled meetings with the WCC representatives regarding contract negotiations, grievance meetings or arbitrations.
- 6.04 When meeting with the WCC, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the WCC shall be as follows:

- (a) In the case of a grievance, excluding arbitration, a maximum of two (2) representatives, including the aggrieved party. In the event that the employees involved are not fully knowledgeable with the circumstances being discussed, then one (1) additional employee having this expertise can be present with mutual agreement between the WCC and Union.
- (b) In the case of negotiations, including meetings with the conciliation board or an appointed mediator, a maximum of two (2) representatives. In the event that the employees involved are not fully knowledgeable with the circumstances being discussed, then one (1) additional employee having this expertise can be present with mutual agreement between the WCC and Union.
- (c) In the case of joint meetings of representatives of the Union and the WCC to discuss matters relating to the administration, application and interpretation of this agreement, a maximum of two (2) representatives. In the event that the employees involved are not fully knowledgeable with the circumstances being discussed then one (1) additional employee having this expertise can be present with mutual agreement between the WCC and Union.

All hours attributed to employees for purposes of this Article 6.04 will be credited and accrued as hours of work for all purposes under this Collective Agreement.

- 6.05 The WCC shall either address or send a copy of any correspondence to the Union to either the President of Local 500 or the designated National Representative of C.U.P.E. This shall include copies of any disciplinary or reprimand letters given to employees.

ARTICLE 7 - GRIEVANCE PROCEDURE

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

- 7.01 A "grievance" shall mean any dispute between an employee, group of employees, or the Union and the WCC regarding the interpretation, application or alleged violation of this Agreement.
- 7.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days before the filing of the grievance. The time period may be extended to a maximum of thirty (30) calendar days, providing the employee is away on a leave of absence, vacation, or due to illness.
- 7.03 At each step of the grievance procedure, the grievor may elect to be represented or accompanied by a representative of the Union.

- 7.04 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his grievance orally or in writing to his immediate supervisor outside the Bargaining Unit. He shall have the assistance of his steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within seven (7) calendar days, the grievance may be presented as follows at any time within seven (7) calendar days thereafter.

Step No. 2

The Union Grievance Committee shall meet within the said seven (7) calendar days referred to in Step No. 1, with the management to consider the grievance. At this stage, they may be accompanied by a representative of the national organization if his presence is requested by either party.

- 7.05 The Union may initiate a grievance of a general nature and the WCC may initiate a grievance against the Union or any of the employees of the WCC covered by this agreement within seven (7) calendar days of the event or occurrence giving rise to the grievance and if such grievance is not settled to the satisfaction of the parties within seven (7) calendar days it may be referred to arbitration in the same manner as the grievance of an employee.
- 7.06 If final settlement of the grievance is not completed within seven (7) calendar days after deliberations have commenced under Step 2 and if the grievance is one which concerns the interpretation or alleged violation of the agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 8 at any time within fourteen (14) calendar days thereafter.
- 7.07 Any and all time limits governing the processing of grievances, including arbitration, may be extended for such time as may mutually be agreed upon in writing provided such application is made within the time limits mentioned. Saturday, Sunday or general holidays shall not be considered in determining the time limits mentioned herein.
- 7.08 Should any grievance not be submitted or carried step to step by the grievor within the time limits specified above, then the grievance shall be deemed to be abandoned. If no decision has been given to the grievor within the time limits specified above, the grievor shall be entitled to submit the grievance to the next stage including arbitration.

ARTICLE 8 - ARBITRATION

- 8.01 Both parties to this agreement agree that any grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 7 above, and which has not been settled, will be referred to a single arbitrator, at the request of either party hereto.

- 8.02 Should the Union and the WCC fail to agree on an arbitrator within seven (7) calendar days of the request mentioned in 8.01 above, the Manitoba Labour Board will be asked to name an arbitrator.
- 8.03 The decision of the arbitrator shall be binding on both parties.
- 8.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 8.05 The Union and the WCC will equally bear the expenses of the arbitrator.
- 8.06 No person shall be selected as a nominee who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 9 - JOB SECURITY

- 9.01 (a) The WCC shall not contract out any work performed by any member of the Bargaining Unit other than members in the Event Kitchen Staff department, if to do so would result in any adverse effects to an employee's regular hours of work or regular pay or the layoff of any employee unless the WCC has at least one hundred and eighty (180) days before the proposed contracting out notified the Union of its intention and thereafter consulted with the Union concerning the reason for contracting out and the possible alternative arrangement of work that will be made in lieu thereof.
- (b) The WCC shall not contract out any work performed by any regular part-time employee in the Event Kitchen Staff department without first notifying the Union and consulting with the Union concerning the reason for contracting out and the possible alternative arrangement of work that can be made in lieu thereof. It is understood that this Article does not apply when a client of the WCC requires work be performed by non-employees nor to situations where agency workers are used to supplement available WCC employees.
- 9.02 The WCC shall not introduce any change in the method of operation if:
- (a) the result of any such action would eliminate the jobs of the majority of employees in any department or;
- (b) (i) the change would materially affect the wages, working conditions or job security of any employee, other than an employee in the Event Kitchen Staff department,
- (ii) unless the WCC has given the Union, in the case of circumstances in Section (a) 180 days' prior notice and in the case of circumstances in Section (b) 120 days' prior notice.

Upon commencement of the notice period the WCC agrees to consult with the Union concerning the reason for the change and the possibility of making alternative arrangements of work in lieu thereof.

- 9.03 If any job or job function is eliminated the WCC agrees to assist employees in finding new employment that would allow them to stay in the present pension plan or transfer to a comparable plan if possible.
- 9.04 An employee displaced from a job shall be entitled to exercise seniority to fill any vacancy provided the employee has the skills and qualifications to perform the job following a reasonable familiarization period.
- 9.05 If a full-time employee is to be laid off with no indication of recall, the WCC shall provide a minimum of one hundred and twenty (120) days advance written notice of the layoff or payment of one hundred and twenty (120) days in lieu thereof or any combination thereof at the discretion of the WCC.

ARTICLE 10 - DISCIPLINE

- 10.01 In cases of personal misconduct, the General Manager, or his designate, may provisionally suspend an employee pending a full investigation, which will be conducted as hereinafter outlined. In all other instances, disciplinary action, including suspension or discharge of all employees will be taken only after a full investigation and hearing which will be conducted as follows:
 - (a) The General Manager, or his designate, will cause the employee concerned and the Union to be informed of the complaint and that a hearing will be held as soon as possible at a time and place determined by the General Manager or his designate.
 - (b) Any disciplinary action taken following the hearing will be deemed to be final subject only to the provisions of Articles 10.06 and 10.07 below.
 - (c) The employee affected will be given the opportunity to make representation at the hearing on his own behalf either personally or with the assistance of a representative of the Union, if he so desires.
- 10.02 The Union shall be advised in writing, within seven (7) calendar days of the hearing, of the decision and any disciplinary action resulting from the hearing.
- 10.03 Probationary employees as set out in Article 11 of this agreement shall have all the rights under this agreement except that they shall not have recourse to the grievance procedure in cases of discharge or layoff it being understood and agreed that the WCC shall have the sole discretion to discharge or layoff any probationary employee.

- 10.04 Union representative or shop steward must be present during any disciplinary action, or said disciplinary action shall be void.
- 10.05 The WCC shall either address or send a copy of any correspondence to the Union to either the President of Local 500 or the designated National Representative of C.U.P.E. This shall include copies of any disciplinary or reprimand letters given to employees.
- 10.06 In the event of an employee who has attained seniority being disciplined and the employee, feeling that an injustice has been done, the case may be taken up as a grievance. Such grievances shall commence at the arbitration stage as provided in Article 8 and may be referred by the Union to a Board of Arbitration at any time within fourteen (14) days of receipt of the decision of the General Manager referred to in Article 10.02.
- 10.07 Such grievances may be settled by confirming management's action or by substitution of such other penalty or remedy as the parties may agree or the arbitrator deem just and reasonable in the circumstances.
- 10.08 Upon written request, an employee shall, at a time that is mutually agreeable between the WCC and the employee, be entitled to examine any document which has been placed in their personnel file. A WCC representative shall be present at all times. Upon written request, the WCC will, at the employee's expense, provide the employee with an exact copy of any document in such file.

ARTICLE 11 - SENIORITY

- 11.01 This clause 11.01 does not apply to the Event Kitchen Staff department.
 - (A) Layoff and recall from layoff shall be based upon the following provisions:
 - (i) The least senior employee in a position affected by a layoff shall be the first laid off. An employee so displaced will be permitted to displace a less senior employee in an equal or lower rated position in the seniority group, provided that the employee has the skills and qualifications required for the position following a reasonable familiarization period.
 - (ii) The second employee so displaced will be permitted to exercise the same right as the first employee.
 - (iii) This system will continue until the last of the employees who are displaced by the exercise of this subsection has been considered laid off, subject to recall.
 - (iv) Employees shall be recalled in order of their seniority where the position or a lower rated position within his seniority group becomes available.

- (v) The WCC shall give Notice of Recall in writing sent by registered mail to the employee at his last known address.
- (vi) An employee shall:
 - (a) within seven (7) days of the mailing of the Notice of Recall notify the WCC in writing whether or not he intends to report for work as required hereunder, or where applicable under paragraph (vii) whether he elects to accept or not to accept recall to a position within the seniority group; and
 - (b) when an employee is recalled to the position from which he was laid off, or where he has accepted recall to a position within his seniority group, the employee is required to report for work in that position within fourteen (14) calendar days of the date of mailing of the Notice of Recall

and if the employee fails to give such notice, or (where required) fails to report for work within the required times, he shall lose his seniority rights unless the failure was due to sickness or to such other matters as the Department Head in his sole discretion considers excuses the failure.

- (vii) An employee may elect not to exercise his right of recall to a lower rated position within his seniority group without prejudicing his right of recall to the position from which he was laid off or to any lower rated position within his seniority group other than that he refused.
- (viii) Subject to the understanding of Article 2.01, and also to the affected employee's abilities and interest in retraining, permanent reductions in staffing levels will be through attrition whenever possible.
- (ix) For all other employees, the WCC will attempt to provide as much notice as possible.
- (x) In the event of a layoff, full-time employees shall receive four (4) weeks' notice or pay in lieu of notice.

For all other employees, the WCC will attempt to provide as much notice as possible.

- (B) Promotions, including appointments to supervisory positions, shall be based upon the following factors:

- (i) Seniority
- (ii) Qualifications, ability, reliability and physical fitness.

Where attributes in factor (ii) are relatively equal, seniority shall govern.

- 11.02 A full-time employee's seniority date shall be established on completion of his probationary period as defined in paragraph 3.05 and after completion date back to the date his employment began. A regular part-time employee shall have seniority based on the date that he completed five hundred (500) hours of employment in any given calendar year, and his seniority shall continue until such time as he is employed for less than five hundred (500) hours in any calendar year, at which time the employee would lose his regular part-time seniority standing and revert to irregular part-time standing.

Where the status of a part-time employee is changed to that of full-time, the employee shall be given an additional seniority date coinciding with the date of change in status, which date shall be his full-time seniority date. The employee shall, subject to the provisions of this Article, retain and revert to his former regular part-time seniority date should his status revert to that of part-time.

The seniority date for irregular part-time employees shall be the date of hire provided seniority is maintained in accordance with Article 11.05.

- 11.03 A seniority roster shall be prepared by the WCC every twelve (12) months; a copy of such roster shall be posted on the bulletin board, a copy shall be given to the shop steward and a copy forwarded to the Union not later than March 31st of each year. This roster will also show accumulated sick time.

- 11.04 Seniority shall be maintained in the following circumstances only:

- (a) When off the payroll due to layoff for period of less than one (1) year, sickness, accident or Workers' Compensation;
- (b) When off the payroll due to personal leave of absence, or employment by the Union;
- (c) When absent on vacation or on holidays;
- (d) When actually at work for the WCC.

- 11.05 Except for the Event Kitchen Staff, seniority shall terminate when the employee:

- (a) Is absent from work in excess of seven (7) calendar days without notifying the WCC unless impossible to do so;
- (b) Voluntarily quits his employment with the WCC;
- (c) Is discharged and is not reinstated through the grievance procedure or arbitration;
- (d) Is laid off for a period of thirty-six (36) months for full-time and twelve (12) months for part-time;

- (e) Fails to report for work within fourteen (14) calendar days after receipt of a notification from the WCC by registered mail following a layoff. It will be the responsibility of each employee to supply the WCC with his most current address and telephone number, if any;
- (f) Fails to return to work upon expiration of an authorized leave of absence unless a reason acceptable to the WCC is given;
- (g) Accepts gainful employment while on leave of absence without first obtaining the consent of the WCC in writing;
- (h) Continues to be unavailable in excess of six (6) weekly schedules.

11.06 Except for Event Kitchen Staff department positions, the WCC shall post notice of vacancies or new positions occurring on a bulletin board in the WCC, in such location as the WCC shall reasonably determine, for at least seven (7) calendar days, but in no case later than such positions are advertised publicly. Regular employees who apply for vacant positions within the departments covered by Certificate #MLB 4614 and are not accepted will be advised of the reason for the decision upon request.

An employee who will be absent from work when a vacancy, promotion or transfer occurs, shall be considered for that position providing they submit, immediately prior to the absence or during the period of the posting, a written application in a prescribed form, to the Director of Human Resources.

Upon request by a Union Steward, the WCC shall provide a copy of confirmation of the successful applicant for a job posting.

11.07 When an employee is transferred or promoted to a position outside of the Bargaining Unit, but returns to a position within the Bargaining Unit before the completion of his probationary period (not to exceed three (3) months) for the position outside the Bargaining Unit, he will be returned to the Bargaining Unit with the full seniority he accumulated while he was a member of the Bargaining Unit.

11.08 Subject to only Article 11.09 with regard to irregular part-time employees, probationary employees shall have no seniority rights in matters of hiring, transfer, promotion, demotion, layoff, or recall.

11.09 Except for Event Kitchen Staff, hours of work for part-time employees shall be scheduled firstly on the basis of seniority amongst those employees having regular part-time status and secondly on the basis of seniority amongst those employees having irregular part-time status.

11.10 The following shall apply to Event Kitchen staff only:

- (a) Hours of work for employees shall be scheduled firstly to regular part-time employees on the basis of seniority amongst those employees with the necessary skills, qualifications and productivity rates (as determined by the WCC) and

secondly to irregular part-time employees on the basis of seniority amongst those employees with the necessary skills, qualifications and productivity rates (as determined by the WCC).

- (b) Seniority for regular part-time employees shall terminate when the employee:
 - (i) Is unavailable for three (3) or more calendar days in a week, Sunday to Saturday, without the approval of the WCC;
 - (ii) Is unavailable on both Friday and Saturday in a week, without the approval of the WCC;
 - (iii) Is absent from work in excess of three (3) consecutive scheduled shifts without notifying the WCC unless impossible to do so;
 - (iv) Voluntarily quits his employment with the WCC;
 - (v) Is discharged and is not reinstated through the grievance procedure or arbitration;
 - (vi) Is laid off for a period of twelve (12) months or more;
 - (vii) Fails to return to work upon expiration of an authorized leave of absence unless a reason acceptable to the WCC is given;
 - (viii) Fails to accumulate at least five hundred (500) hours worked in the calendar year.
- (c) When the WCC determines it requires long term additional Event Kitchen Staff on the payroll, it will post notice of the classification required. Where the necessary skills, qualifications and productivity rates required are relatively equal among applicants (as determined by the WCC), internal applicants will receive preference over external applicants, on the basis of seniority. A successful applicant will be subject to a trial period of up to five hundred (500) hours and may be returned to his/her previous classification at any time during such trial period at the discretion of the WCC if the WCC determines he/she is unable to meet the requirements of the position. It is understood this clause does not affect the WCC's right to recruit staff to fill vacant shifts, as needed, on a short-term basis. It is further understood that once an employee is transferred from his or her classification to a new classification, the employee is only eligible for available hours in the new classification. An employee may elect to return to his/her former classification within the trial period.

ARTICLE 12 - BULLETIN BOARD

- 12.01 The WCC will provide a suitable bulletin board for Union notices. This board will be used to post notices of the time and place of Union meetings and social events, names of speakers or appointments of Union officials.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 When an employee appears in court as a witness, when such appearance is as a result of performing his/her duties and is outside of a regular shift, time spent in court shall be paid at a minimum of three (3) hours as if on call out. Overtime rates do not apply.
- 13.02 With the exception of those employees referred to in Article 13.03, the regular working hours shall not exceed a shift of eight (8) hours in one (1) twenty-four (24) hour period or forty (40) hours in one (1) week.
- 13.03
- (a) Employees on fixed schedules from Group #8 (Clerical), #9 (Accounting) and #10 (Miscellaneous Group) shall be paid on a biweekly basis. Hours of work shall continue to be scheduled in straight eight (8) hour blocks (e.g. 9:00 a.m. to 5:00 p.m.) which shall include a one (1) hour lunch break.
 - (b) The Sous Chef, Chief Steward, and Event Coordinators shall also be paid on a biweekly basis and will continue to work a flexible work schedule based on an average forty (40) hours per week. This means that these employees may work more than forty (40) hours during busy periods and take time off during slow periods.
 - (c) The regular working hours for Event Kitchen Staff shall not exceed eight (8) hours per shift or forty (40) hours per week. An employee shall have a minimum of eight (8) hours between the end of one shift and the commencement of his/her next shift. In the event that there is less than eight (8) hours between shifts, overtime rates shall apply for all hours less than eight (8) hours.
- 13.04 Wherever practical, for employees who work day shifts only, a week shall consist of five (5) consecutive days in a seven (7) day period.
- 13.05 No shift meaning total time scheduled at the WCC in one (1) day shall be less than four (4) hours in duration.
- 13.06 All employees working a full shift shall be permitted a fifteen (15) minute rest period in the first half and in the second half of the shift.
- 13.07 Overtime shall be defined as:
- (a) time worked in excess of the daily shift of eight (8) hours;

- (b) time worked on an employee's regular day off except where the employee has agreed to switch his regular day off for a regularly scheduled work day in the same workweek. This does not apply to Event Kitchen Staff.

13.08 Employees who are scheduled to work and so report and are sent home by the WCC shall be paid four (4) hours' pay for reporting to work if the WCC is responsible for the scheduling error.

13.09 For any overtime worked on any day other than a general holiday, the first two (2) hours worked in excess of the hours worked as outlined in this article shall be paid at the rate of one and one half (1½) times regular rate. Any time worked in excess of the said two (2) hours shall be paid at the rate of two (2) times the regular rate, provided that the two (2) times rate shall only apply to Event Kitchen Staff if total hours worked in a pay period exceed seventy (70).

13.10 Except for employees who are entitled to receive meals when working, an employee required to perform overtime for a period in excess of two (2) hours shall be granted a meal allowance under one (1) of the following provisions:

- (a) If an employee goes home for his meal he will be paid ten dollars (\$10) on his paycheck with no receipt required.
- (b) If an employee wishes to remain in the building and the food outlets operated by the WCC are open, the Department Head will make arrangements for a meal.
- (c) If the food outlets operated by the WCC in the building are closed, the WCC will reimburse the employee for a meal up to a value of fifteen dollars (\$15), upon production of a receipt.

13.11 An employee who is called back and required to work outside his regular working hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate as hereinbefore provided.

When called back, the employee is expected to return to work by the fastest means possible unless otherwise stipulated by the WCC at the time of call. Employees will be paid thirty-two cents (.32¢) per kilometre for use of their own automobile or the taxi fare to and from the WCC.

No employee shall be required to use his or her own vehicle for WCC business. This clause does not apply to Event Kitchen Staff.

13.12 Part-time employees are required to advise their supervisor of their unavailability by 5:00 p.m. Wednesday.

The finalized schedule will be posted by 12:00 noon Friday for the succeeding week.

Part-time employees who do not report for work, or fail to complete the entire shift as scheduled, shall be subject to discipline.

This schedule shall be the effective schedule unless changes are necessitated by unforeseen circumstances.

- 13.13 An employee has the option of being paid for overtime or accumulating it up to the maximum of one hundred twenty (120) hours. Accumulated overtime credits shall be taken off at a time mutually agreed to by the employee and his Department Head. If an employee wishes to cash out his accumulated time the WCC will pay for the overtime at the rates in effect when it was accumulated. For the purposes of this paragraph, the maximum accumulation of one hundred and twenty (120) hours includes all banked overtime and banked general holiday time.
- 13.14 Should the WCC require Event Kitchen Staff to work overtime, it will be offered to those staff within the required classification on shift with the necessary skills, qualifications and productivity rates (as determined by the WCC) to best meet the WCC's needs. If none of such staff accepts, the WCC may mandate overtime in reverse order of seniority among such staff. Employees will be excused from overtime for special personal obligations, if possible. Employees working overtime will be permitted a short break, when possible, to make contingency arrangements, if necessary.

ARTICLE 14 - INCOME PROTECTION

- 14.01 An employee who is absent from scheduled work due to illness or disability sustained by him, or quarantine or medical, dental or chiropractic examination or treatment required by him (except in emergencies, employees must provide three working days' notice of absence to attend appointments) or because of any accident or illness sustained by him for which compensation is not payable under the *Workers' Compensation Act*, shall be entitled to his basic pay as set out in Schedule "A" for all regular hours the employee would have worked (or higher if scheduled to work at a higher rate of pay) to the extent that he has accumulated income protection credits subject to the following conditions:
- 14.02 The WCC agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- 14.03 Full-time employees shall accumulate income protection credits at a rate of one and one-quarter (1¼) days per month up to an aggregate accumulation of fifteen (15) days per year. Income protection credits shall continue to accumulate while employees are off work on paid sick time.
- 14.04 Except for Event Kitchen Staff, part-time employees who have worked one thousand and forty (1,040) hours or more in the immediately preceding or current calendar year shall accumulate income protection credits on a prorated basis.
- 14.05 No employee shall be permitted to utilize income protection benefits during his probationary period as hereinbefore provided.

- 14.06 An employee who will be absent due to illness or injury must advise the Security Office of his intended absence no less than one (1) hour prior to his shift unless unforeseen circumstances arise, and must have obtained a security number that he can utilize to confirm that such notification was given. Employees who fail to follow this procedure shall be subject to discipline.
- 14.07 An employee who is absent due to illness or injury for more than one (1) working day may be required, if requested by the management, to produce a doctor's certificate.
- The WCC will reimburse employees for the cost of medical certificates to a maximum of fifty dollars (\$50) per calendar year, upon receipts being provided.
- The WCC will not require a certificate for absences of one (1) day except in cases where the record of absence would cause the WCC to suspect abuse.
- Management and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.
- The Union further agrees to work with Management in the review of income protection utilization.
- 14.08 An employee who is absent due to illness or injury and eligible for Workers' Compensation benefits will, upon presentation of a loss of earnings, be paid an amount which will, after all deductions have been made, equal the difference between his Workers' Compensation benefits and his net basic pay (excluding overtime) until his income protection credits are depleted by deduction of the amount of compensation supplement. The WCC agrees that the employee will be paid for the balance of the shift during which the injury occurred if unable to return to work due to injury.
- For the purpose of this clause, an employee's net basic pay shall be deemed to be the average of his net basic pay excluding overtime (after all deductions, including the employee's required contributions for benefits provided under Article 23 - Employee Benefits) over the three (3) full pay periods in which the employee actually worked prior to the date on which he became eligible for Workers' Compensation benefits.
- The income tax which is withheld on the compensation supplement will be a percentage of the compensation supplement that is determined by dividing the total income tax paid by the total gross earnings during the aforementioned three (3) full pay periods.
- 14.09 An employee hired prior to February 6, 1996, upon retirement, or death shall be entitled, or his/her estate shall be entitled, as the case may be, to receive payment of an amount equivalent to the total of:
- (a) The number of unused sick leave days standing to his/her credit which were accumulated during the last five (5) years' service, multiplied by the daily rate of his/her permanent or regular position in effect on his/ her last day of service; and

- (b) Twenty-five percent (25%) of the number of unused sick leave days standing to his/her credit which were accumulated during the period immediately preceding the last five (5) years' service, up to a maximum of one hundred thirty-two (132) working days, multiplied by the daily rate for his/her permanent or regular position in effect on his/her last day of service.

14.10 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted, provided that the certificate of a qualified medical practitioner is presented to the WCC immediately upon his return.

14.11 An employee may apply to utilize up to five (5) days' income protection per calendar year for absence due to sudden serious illness or injury of her spouse, child or parent residing with the employee. The validity of such request will be determined by the WCC.

Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days earned in excess of twelve (12) days per year of employment thereafter.

- 14.12
- (a) Event Kitchen Staff who have worked 1,430 hours or more in the immediately preceding or current calendar year, commencing in 2006, shall accumulate income protection credits on a prorated basis, as a portion of two thousand and eighty (2,080) hours.
 - (b) Event Kitchen Staff will not be entitled to income protection benefits in respect of additional shifts assigned after the weekly schedule is posted.

ARTICLE 15 - JURY DUTY

15.01 An employee called to serve on a jury shall be compensated for the difference between payment received for such jury duty and the payment he would have received at his regular straight time rate on a regular scheduled work day on which the employee otherwise would have been scheduled to work. Compensation to an employee under this article is limited to eight (8) hours per day and forty (40) hours per week and shall be payable only if the employee:

- (a) gives the WCC immediate notice of such jury duty; and
- (b) obtains from the Clerk of the Court and presents to the WCC a written statement specifying the precise days served as a juror and the exact amount of money the employee received for such service.

ARTICLE 16 - BEREAVEMENT PAY

- 16.01 In the event of death in the immediate family of an employee, the employee shall be granted time off with pay at straight time rates for actual time lost each day; the number of days to be granted will be **five (5)** regularly scheduled connected work days.
- Immediate family shall mean parents, parents-in-law, spouse, children, brothers, sisters, stepparents, stepchildren, stepbrothers, stepsisters, common law spouse and children of common law spouses having resided in the employee's home and grandchild.
- 16.02 Sisters-in-law, brothers-in-law, daughters-in-law, sons-in-law, grandparents, grandchildren, shall be based on **two (2) days** off with pay.
- 16.03 The WCC may grant additional time off, with pay, if circumstances are such that it is required.
- 16.04 An employee shall be granted one half (½) day off without loss of basic pay to attend a funeral as a pallbearer.

ARTICLE 17 - PARENTAL LEAVE

Maternity Leave

- 17.01 Effective February 5, 1991, an employee may elect maternity leave under either Plan A or Plan B, depending upon which criteria she meets.

Plan A

- (a) The WCC shall grant maternity leave to a female employee who has completed six (6) months' service with the WCC and who submits an application in writing to her Department Head for a leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides her Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (b) The maternity leave shall consist of a period, not exceeding **seventeen (17)** weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The maternity leave granted shall commence no earlier than **seventeen (17)** weeks preceding the estimated date of delivery and shall terminate no later than **seventeen (17)** weeks following the actual date of delivery.

- (d) Maternity leave under Plan A shall be considered as leave of absence without pay.
- (e) The employee returning to work after maternity leave shall provide the WCC with at least two (2) weeks' notice prior to the date of returning to work. On return from maternity leave, the employee will be returned to their former position. If that position is not available, the employee will be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of her departure.
- (f) The WCC may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.
- (g) Employees on leave of absence under Plan A will be allowed, on request, to pay their own portion and the WCC's portion of pension, group life, dental and extended health contributions.

Plan B

- (1) In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed **seven (7)** continuous months' service with the WCC;
 - (b) submit to the Department Head an application in writing for leave under Plan B at least four (4) weeks before the date specified by her in the application as the date on which she intends to commence such leave;
 - (c) provide the WCC with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the WCC with proof that she has applied for Employment Insurance benefits and that the Employment Insurance Commission has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to **Section 22, *Employment Insurance Act, 2005***.
- (2) An employee who qualifies is entitled to a maternity leave under Plan B, consisting of:
 - (a) a period not exceeding **seventeen (17)** weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in 17.01 (1) (a) *or*
 - (b) a period of **seventeen (17)** weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned

in 17.01 (1) (a) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

- (c) the WCC may notwithstanding the above vary the length of maternity leave upon proper certification by the attending physician.
- (3) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance under Plan B, such allowance coming from an employee's own income protection credits, as follows:
 - (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly pay;
 - (b) For a maximum of eighteen (18) additional weeks, payments equivalent to the difference between Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
 - (c) All other time as may be provided under 17.01 (3) shall be on a leave without pay basis;
 - (d) Paid leave will only be granted up to the extent that the employee has such income protection credits available;
 - (e) If income protection credits are exhausted prior to the employee's return to work, they will revert to leave of absence under Plan A;
 - (f) The WCC will continue to pay its portion of pension, group life, dental and extended health contribution based on the regular salary and regular contribution rates provided the employee pays her regular contribution.
- (4) The employee returning to work after maternity leave shall provide the WCC with at least two (2) weeks' notice prior to the date of returning to work. On return from maternity leave, the employee will be returned to their former position. If that position is not available, the employee will be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of her departure.

Parental Leave

- 17.02 (a) The WCC will grant a leave of absence not to exceed **thirty-seven (37) consecutive weeks parental leave or fifty-four (54) consecutive weeks combined maternity and parental leave** to any employee who has completed **seven (7)** months of service with the WCC for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application, in writing, stating the duration of leave requested, to their Department Head for parental leave at least four (4) weeks before the day

on which leave is intended to commence except in the case of an employee intending to take maternity leave in which case the employee shall submit their application for parental leave at the same time as their application for maternity leave.

- (b) Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.
- (c) The employee returning to work after parental leave shall provide the WCC with at least four (4) weeks' notice in writing prior to the date of returning to work except in the case of an employee taking more than seventeen (17) weeks' parental leave, in which case at least twelve (12) weeks' notice in writing shall be required.
- (d) On return from parental leave, the employee will be returned to their former position. If that position is not available, the employee will be placed in a comparable position at not less than the same wages as their position prior to commencement of parental leave and without loss of seniority which had accumulated at the date of their departure.
- (e) An employee on parental leave shall remain eligible for promotion providing the employee is available when required by the Department.

17.03 A one (1) day leave of absence with pay shall be granted to the father at the birth of a child.

17.04 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
 - (1) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.
- (f) A family member for the purpose of this Article shall be defined as provided for in the *Employment Insurance Act*.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) Prior to the commencement of approved compassionate care leave, the employee can request the use of up to ten (10) days accumulated sick leave credits without a medical being required.
- (k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 16 of the Collective Agreement.

ARTICLE 18 - GENERAL HOLIDAYS

18.01 General holidays under this agreement mean:

New Year's Day	Louis Riel Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday in the month of August	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- 18.02 Every full-time employee who does not work on a general holiday that falls on a regular working day, shall be paid at least the equivalent of the wages he would have earned on that day, had that day not been a general holiday, notwithstanding that the employee is paid on a monthly, weekly, daily, hourly or other basis.
- An eligible part-time employee who does not work on a general holiday shall receive general holiday pay calculated at five percent (5%) of the employee's total regular wages for the four (4) week period immediately preceding the general holiday.
- 18.03 An employee has the option of being paid for each general holiday or accumulating it up to the maximum of one hundred twenty (120) hours. Accumulated general holiday credits shall be taken off at a time mutually agreed by the employee and his Department Head. If an employee wishes to cash out his accumulated time, the WCC will pay for it at the rates in effect when it was accumulated. For the purposes of this paragraph, the maximum accumulation of one hundred twenty (120) hours includes all banked overtime and banked general holiday time.
- 18.04 An employee who is entitled to holiday pay who is required to, and does work on a general holiday shall be paid at two (2) times his regular hourly rate of pay for all hours worked on a general holiday and in addition he shall be paid his regular rate of pay for the general holiday.
- 18.05 The WCC shall recognize the calendar day of the holiday as in 18.01 for the purpose of observance.
- 18.06 Where the general holiday falls during the period of an employee's vacation, the period of vacation shall be lengthened by one (1) working day to include the holiday.
- 18.07 An employee is not entitled to pay for a general holiday on which he does not work where:
- (a) he did not report for work after having been called to work on the day of the general holiday; except where the employee is dismissed or laid off by the WCC, or is ill;
- or
- (b) he has absented himself from work without the WCC's consent either on the regular working day immediately preceding or following the general holiday; but if an employee who is not entitled to pay for a general holiday that falls on a regular working day, does work on the general holiday, he shall be paid wages equivalent to at least one and one half (1½) times his regular rate for the time worked on that day.
- 18.08 An employee shall not be deprived of his pay for a general holiday if by reason of established illness, the employee is absent from work on either or both of the days immediately preceding or following the general holiday.

ARTICLE 19 - ANNUAL VACATION

- 19.01 A full-time employee who has completed less than one (1) year's continuous employment as of June 30th will be granted vacation based on a percentage of hours worked. Such full-time employee may, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 19.02 A full-time employee who has completed one (1) year's continuous employment as of June 30th will be granted two (2) weeks' vacation at his basic rate of pay, **subject to Article 19.12**, during the ensuing vacation year.
- 19.03 A full-time employee who has completed two (2) years' continuous employment as of June 30th shall be granted three (3) weeks' vacation consisting of fifteen (15) working days at his basic rate of pay, **subject to Article 19.12**, during the current vacation year.
- 19.04 A full-time employee who has completed seven (7) or more years of continuous employment as of June 30th will be granted four (4) weeks' vacation consisting of twenty (20) working days at his basic rate of pay, **subject to Article 19.12**, during the current vacation year.
- 19.05 A full-time employee who has completed twelve (12) or more years of continuous employment as of June 30th will be granted five (5) weeks' vacation consisting of twenty-five (25) working days at his basic rate of pay, **subject to Article 19.12**, during the current vacation year.
- 19.06 A full-time employee who has completed twenty-five (25) years of continuous employment as of June 30th in any year will be granted one (1) additional week of vacation for his twenty-sixth (26th) year only.
- A full-time employee who has completed twenty (20) or more years of continuous employment as of June 30th will be granted six (6) weeks' vacation consisting of thirty (30) working days at his basic rate of pay, **subject to Article 19.12**, during the current vacation year.
- 19.07 Earned vacation in one (1) calendar year shall not be transferable and shall be taken in the appropriate year unless otherwise agreed.
- 19.08 The seniority of employees will be recognized in assigning vacation choices by the following method:
- (a) A list of employees in the department, by seniority sequence, shall be posted by management not later than March 31st of each year.
 - (b) Subject to mutual agreement with Department Head, up to and including April 30th employees will be given an opportunity to indicate their choice of vacation time and shall attempt to mutually agree on their vacation preference. After April 30th any vacation request will be granted at a time mutually agreeable between the employee and the WCC, subject to activity levels in the building.

- (c) Where there is a conflict in vacation preference for two (2) or more employees within the same classification, seniority shall be the determining factor.

19.09 An employee whose employment is terminated for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.

19.10 Regular part-time employees will be entitled to take a vacation without pay based on the vacation entitlement available to full-time employees, and shall be paid vacation pay calculated as follows:

- (a) For employees whose level of vacation entitlement is two (2) weeks' vacation, four percent (4%) of the regular hours worked.
- (b) For employees whose level of vacation entitlement is three (3) weeks' vacation, six percent (6%) of the regular hours worked.
- (c) For employees whose level of vacation entitlement is four (4) weeks' vacation, eight percent (8%) of the regular hours worked.
- (d) For employees whose level of vacation entitlement is five (5) weeks' vacation, ten percent (10%) of the regular hours worked.
- (e) For employees whose level of vacation entitlement is six (6) weeks' vacation, twelve percent (12%) of the regular hours worked.
- (f) A part-time employee who has completed twenty-five (25) years of continuous employment as of June 30th in any year will be granted an additional two percent (2%) of the regular hours worked in the twenty-sixth (26th) year only.

Such vacation pay shall be paid biweekly unless the employee elects in writing, no more than once per calendar year, to have it accumulate.

19.11 For purposes of determining the level of vacation entitlement, continuous employment shall mean any period during which seniority is accrued under Article 11.

19.12 **An employee in a full-time position who works for one thousand and forty (1040) hours in a year ending June 30th, in a position that is higher than their regular position, shall be paid at the higher rate for the next vacation year.**

ARTICLE 20 - WAGES

20.01 During the term of this agreement, the WCC and the Union agree that all payments of wages payable will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this agreement.

- 20.02
- (a) The Machine Operator rate will be paid to an employee who was assigned to operate a machine as required during the shift. The rate will be applied for each hour or less that the employee is required to perform the duties of an Operator, i.e. work one (1) hour or less - rate applied the full hour, work between one (1) and two (2) hours - rate applied two (2) full hours, etc.
 - (b) For the purposes of establishing entitlement to Machine Operator rate, it will be applied to those employees who operate the forklift machine, skyjack as required.
 - (c) The rates described in clause (a) will apply to employees assigned higher rated work except for employees in the Clerical group, the Accounting group and the Miscellaneous group.
 - (d) Employees from the Clerical group, the Accounting group and the Miscellaneous group who are assigned to fill in higher rated jobs will be paid at the same increment level of the higher rated job provided that the assignment is the equivalent of one working day or longer.
 - (e) The Event Kitchen Staff shall be paid at the rate of their classification, unless assigned by management or designate to work in the Centre Place Cafe, or to a higher rated position in the kitchen when they will be paid at the rate of the classification to which they are assigned.
 - (f) **When an employee is designated as the Special Duties Lead Hand, the employee will be paid at the Special Duties Lead Hand rate in Schedule "A" for each hour the employee is designated to perform the duties of Special Duties Lead Hand. An employee's lead hand position will be backfilled when designated as Special Duties Lead Hand.**
- 20.03
- (a) The Employer will provide a copy of each job description for jobs contained in the Bargaining Unit. Changes to these job descriptions will be considered in effect thirty (30) days following notice to the Union.
 - (b) The Employer shall provide current job descriptions for each job contained in the Bargaining Unit within ninety (90) calendar days of the execution of this Agreement and not less than ninety (90) calendar days prior to the expiry of the Collective Agreement.
- 20.04
- In the event that the Corporation proposes to establish a new job classification, the Union shall receive a copy of the new job description and accompanying salary range. Such new classification shall be established by the Corporation only after consultation with the Union.**
- 20.05
- Unless the Union objects in writing within sixty (60) calendar days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this agreement.**

- 20.06 If the Union files written objection in accordance with Article 20.05, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement.
- 20.07 Failing agreement, the matter may be referred to arbitration in accordance with Article 8.

ARTICLE 21 - SHIFT PREMIUMS

- 21.01 Employees required to work a majority of their hours on a shift between 4:00 p.m. and midnight shall be paid a shift premium per hour for the entire shift as follows:

Feb. 5/16	Feb. 5/17	Feb. 5/18	Feb. 5/19
\$1.06	\$1.08	\$1.10	\$1.13

Employees required to work a majority of their hours on a shift between midnight and 8:00 a.m. shall be paid a shift premium per hour for the entire shift as follows:

Feb. 5/16	Feb. 5/17	Feb. 5/18	Feb. 5/19
\$2.12	\$2.16	\$2.20	\$2.25

ARTICLE 22 - NOTIFICATION OF CHANGE IN WORKING HOURS

- 22.01 The WCC shall notify the Union in writing, seven (7) calendar days prior to any proposed permanent change in the shift, working hours, of any employee or group of employees within the scope of this agreement. During the subsequent period the WCC and the Union shall engage in joint discussions regarding the proposed shift change to reach a mutually satisfactory solution.
- 22.02 The WCC shall notify the Union in writing of any temporary change in shift as soon as reasonably possible but not later than seven (7) calendar days prior to commencement of the change.
- 22.03 A temporary change in shift, except where mutually agreed upon by the WCC and the Union, shall not exceed two (2) months in duration.
- 22.04 This Article does not apply to Event Kitchen Staff.

ARTICLE 23 - EMPLOYEE BENEFITS

- 23.01 An employee benefit program will be available to all full-time employees and all regular part-time employees who have worked more than seven hundred and fifty (750) hours in the immediately previous or current calendar year, which will include:

- (a) a pension plan;
- (b) a group life insurance plan;
- (c) a long-term salary continuance plan; and
- (d) accidental death and dismemberment insurance.

Participation in the group life, long term salary and accidental death and dismemberment program is mandatory for all eligible employees.

23.02

The WCC will obtain through an insurer a Dental Plan and Extended Health Plan, which will be provided, to all full-time employees and all regular part-time employees who have worked more than seven hundred and fifty (750) hours in the immediately previous or current calendar year. The health and dental plans will have the following provisions:

- (a) Only employees who have been employed by the WCC for six (6) calendar months are eligible.
- (b) Participation in the plans is mandatory (except for those described in section (c) herein) for all employees covered under this Agreement who are eligible.
- (c) Employees who prove they are covered by a spouse's health or dental plan are exempted upon their request from participation in these plans.
- (d) Effective February 5, 1991, the WCC shall pay one hundred percent (100%) of the cost of the dental and health plan premiums.
- (e) Under family coverage the following members are eligible:
 - (i) Employee's legal spouse or common-law spouse. To be eligible, a common-law spouse must be registered at the time of employment or at the time the plans are introduced, otherwise there shall be a one (1) year waiting period from date of registration.
 - (ii) Employee's legal or adopted children under 22 and living with employee, provided they are unmarried and unemployed.
 - (iii) Employee's children under 25 attending university or a similar institution full-time.
 - (iv) Employee's children of any age if handicapped and solely dependent on employee.
- (f) Based upon the prevailing fee schedule as established from time to time by the Manitoba Dental Association the plan will provide at least the following coverage:

- (i) 100% of eligible charges for "basic" dental services.
 - (ii) 50% of eligible charges for "major" dental services.
 - (iii) Up to a lifetime benefit maximum of one thousand dollars (\$1,000) per child, 50% of charges for orthodontic services provided by a certified orthodontist.
 - (iv) The annual benefit maximum is one thousand dollars (\$1,000) for each person covered.
 - (v) The basic, major and orthodontic services provided are set forth in Schedule "B" hereto, which is hereby made a part of this Agreement.
- (g) The Extended Health Plan provides at least the following coverage:
- (i) complete coverage for ambulance and hospital semiprivate charges in Manitoba;
 - (ii) extended health benefits including eighty percent (80%) on medications not covered by M.H.S.C.; travel health insurance; dental treatment from accidents; physiotherapy; chiropody; nutrition counselling; athletic therapy; services of a clinical psychologist; private duty nursing; prosthetic appliances; rental or purchase of medical equipment; wigs required as a result of accidental injury or illness; cardiac rehabilitation;
 - (iii) one hundred percent (100%) reimbursement for eye care expenses to a maximum of two hundred dollars (\$200) per family member in a benefit period.
 - (iv) unlimited coverage for emergency ambulance, hospital, medical and surgical charges incurred while travelling outside of Manitoba or Canada.
- (h) The specific application and administration of these insurance benefits and all matters with respect to the insurance program provided for herein shall be governed by the terms of the contract with the insurance carrier.

ARTICLE 24 - UNIFORMS AND SAFETY EQUIPMENT

- 24.01
- (a) The WCC shall supply a sufficient number of uniforms (to ensure availability of clean uniforms, as determined through consultation with the labour management committee) to all full-time and part-time employees, except office personnel.
 - (b) Disciplinary action may be taken against employees for failure to wear their uniforms.

- (c) Employees shall be responsible for loss of uniform or damage caused by their neglect.
- (d) The WCC shall provide laundry and drycleaning services for uniforms.
- (e) All employees of the WCC, who are required to wear uniforms, excepting employees in the Security Department, shall change into their uniforms prior to the commencement of their shift and shall be allowed a ten (10) minute period for clean up and uniform change immediately prior to the end of their shift.
- (f) Upon proof of purchase the WCC agrees to provide a footwear subsidy for all employees as follows:
 - (i) For Kitchen and Centre Place employees who have completed probation, up to **two hundred dollars (\$200.00) every calendar year** provided the footwear conforms to department standards and is closed toe, non-slip rubber soled to be used for work.
 - (ii) For Set-up employees who have completed probation, up to **two hundred dollars (\$200.00) every calendar year** provided the footwear is CSA approved safety footwear with steel toes to be used for work.
 - (iii) For Event Kitchen Staff who have accumulated at least one thousand (1,000) hours in the previous calendar year, up to **two hundred dollars (\$200.00) every two (2) calendar years**, provided the footwear conforms to department standards and is closed toe, non-slip rubber soled to be used for work.

24.02 The WCC shall supply to the employees all necessary safety equipment required by the employees to perform their duties with the WCC.

24.03 All food preparation employees as designated by management in the Event Kitchen Staff department are required to supply and maintain their basic knife set consisting of the following:

- (a) One paring knife;
- (b) Once French knife;
- (c) One serrated edge slicer (knife) 10"-12";
- (d) One vegetable peeler.

ARTICLE 25 - TERMINATION AND RENEWAL

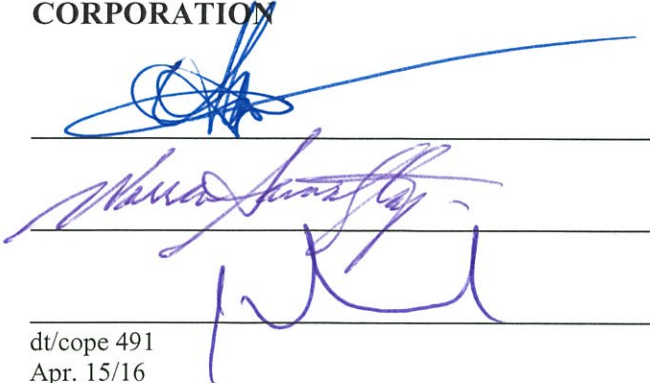
- 25.01 This Agreement shall become effective as of February 5, **2016** and shall remain in effect until February 4, **2020** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests a meeting for the purpose of discussing the renewal or amendment to or the negotiation of a new agreement by giving written notice to the other party not less than sixty (60) calendar days and no more than ninety (90) calendar days prior to the anniversary of this Agreement or any automatic renewal of this Agreement.

ARTICLE 26 - MILITARY LEAVE

- 26.01 Employees who are members of the Canadian Armed Forces Reserves who have worked for the Employer for at least seven (7) months and are called for active duty or training shall be granted a leave of absence. Such leave will be considered as a leave of absence without pay. There shall be no loss of seniority.
- 26.02 The employees shall provide in writing as much notice as is reasonable and practicable in the circumstances. Where possible the employee will provide a certificate from an official in the Reserves confirming the employee is a member of the Reserves, is required for service or training and where possible, the start and end dates for the period of service.
- 26.03 The employee shall provide two (2) weeks' notice of their return to work date in writing. They shall be returned to their former position at the salary rate that is current upon their return.
- 26.04 There shall be no restrictions on the length of military leaves or on the numbers of leaves requested.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**



dt/cope 491
Apr. 15/16

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**



SCHEDULE "A"
RATES OF PAY

CONVENTION CENTRE CORPORATION

	Feb. 5/16	Feb. 5/17	Feb. 5/18	Feb. 5/19
	2%	2%	2%	2%
Food Preparation, Cooks				
Sous Chef (Biweekly Rate)	\$2,255.61	\$2,300.72	\$2,346.73	\$2,393.66
Second Cook	\$20.72	\$21.13	\$21.55	\$21.98
Breakfast/Lunch Cook	\$16.41	\$16.74	\$17.07	\$17.41
Line Cook	\$15.90	\$16.22	\$16.54	\$16.87
Salad Prep #1 (PIO)	\$16.88	\$17.22	\$17.56	\$17.91
Salad Prep #1	\$15.90	\$16.22	\$16.54	\$16.87
Dishwasher	\$15.95	\$16.27	\$16.60	\$16.93
Bus Person #1 (After 6 Months)	\$15.95	\$16.27	\$16.60	\$16.93
Bus Person #2 (1st 6 Months)	\$13.20	\$13.46	\$13.73	\$14.00
Chief Steward (Biweekly Rate)	\$1,740.79	\$1,775.61	\$1,811.12	\$1,847.34
Centre Place Café				
Supervisor	\$19.78	\$20.18	\$20.58	\$20.99
Third Cook	\$19.45	\$19.84	\$20.24	\$20.64
Service Staff/Cashier	\$13.83	\$14.11	\$14.39	\$14.68
Service Staff	\$13.41	\$13.68	\$13.95	\$14.23
Bus Person (Irregular Part-time)	\$11.26	\$11.49	\$11.72	\$11.95
Group II - Set Up				
Lead Hand	\$21.34	\$21.77	\$22.21	\$22.65
Machine Operator	\$19.94	\$20.34	\$20.75	\$21.17
Class 1 (After 1,500 Hours)	\$18.31	\$18.68	\$19.05	\$19.43
Class 2 (1st 1,500 Hours)	\$15.81	\$16.13	\$16.45	\$16.78
Irregular Part-time (Maximum 500 Hours)	\$12.12	\$12.36	\$12.61	\$12.86
Special Duties Lead Hand	\$23.46	\$23.93	\$24.41	\$24.90
Clerical (Biweekly)				
Administrative Support Staff	\$1,610.46	\$1,642.67	\$1,675.52	\$1,709.03
Receptionist	\$1,416.25	\$1,444.58	\$1,473.47	\$1,502.94

Accounting (Biweekly)				
Purchasing Agent	\$1,994.51	\$2,034.40	\$2,075.09	\$2,116.59
Inventory and Accounting Audit Coordinator	\$2,053.88	\$2,094.96	\$2,136.86	\$2,179.60
Assistant Accountant	\$2,107.14	\$2,149.28	\$2,192.27	\$2,236.12
Accounts Payable	\$1,551.45	\$1,582.48	\$1,614.13	\$1,646.41
Accounting Clerk	\$1,650.84	\$1,683.86	\$1,717.54	\$1,751.89
Audit Clerk	\$1,551.45	\$1,582.48	\$1,614.13	\$1,646.41
Miscellaneous (Biweekly)				
Event Coordinator	\$2,181.18	\$2,224.80	\$2,269.30	\$2,314.69
Sales Manager	\$2,455.97	\$2,505.09	\$2,555.19	\$2,606.29
Event Kitchen Staff				
Cook's Helper (1st 500 Hours)	\$11.83	\$12.07	\$12.31	\$12.56
Cook's Helper (After 500 Hours)	\$12.92	\$13.18	\$13.44	\$13.71
Garde Manger Cook (1st 500 Hours)	\$13.04	\$13.30	\$13.57	\$13.84
Garde Manger Cook (After 500 Hours)	\$14.19	\$14.47	\$14.76	\$15.06
Banquet Chef (1st 500 Hours)	\$18.90	\$19.28	\$19.67	\$20.06
Banquet Chef (After 500 Hours)	\$19.45	\$19.84	\$20.24	\$20.64
Warewasher (1st 500 Hours)	\$11.26	\$11.49	\$11.72	\$11.95
Warewasher (After 500 Hours)	\$11.71	\$11.94	\$12.18	\$12.42

* Minimum wage is \$11.00 per hour effective October 1, 2015.

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Aug 17/16

SCHEDULE "B" - DENTAL PLAN**BASIC SERVICES COVERED**

The Plan covers 100% of eligible charges for the "basic" dental services listed below.

1. Diagnostic

All necessary procedures to assist the dentist in evaluating existing conditions to determine required dental treatment, including:

- Examinations covered twice in each calendar year.
- Bite-wing x-rays covered twice in each calendar year.
- Full mouth x-rays or Panorex once every two years if necessary.

2. Preventive

The usual preventive procedures including:

- Prophylaxis (the removal of deposits and stains from the tooth surface) up to twice in each calendar year.
- Topical application of fluoride up to two (2) applications in each calendar year.
- Space maintainers (except when used in orthodontic treatment).

3. Surgical

Extractions and complicated surgical procedures performed in the Dentist's office, including post-operative care.

- Diagnostic x-rays and laboratory procedures required in relation to dental surgery.
- General anaesthesia, administered in the dentist's office in connection with surgical, periodontic or restorative procedures.

4. Restorative

All necessary procedures to restore natural teeth by composites (fillings) made of amalgams, silicates, plastics and synthetic porcelains. Includes temporary stainless steel crowns.

5. Endodontics

The usual procedures required for pulpal therapy and root canal filling.

6. Periodontics

The usual procedures for treatment of the diseases of the tissues and bones supporting the teeth.

7. Prosthetic

Repair of damaged dentures. Adding teeth to an existing denture or relining or rebasing the denture once every three (3) years.

8. Accidental Injury

Major dental services as a result of an accident up to a maximum of one thousand dollars (\$1,000) per year per person.

MAJOR SERVICES

In addition to the "basic" services listed previously the Plan covers fifty percent (50%) of eligible charges for the following "major" dental services.

1. Extensive Restorations

Gold inlays and onlays
Jackets, crowns and bridges to rebuild and replace missing teeth.

2. Anaesthesia

Nitrous oxide analgesia, administered in the dentist's office - allowed only if Fee Schedule allows additional fee.

3. Prosthetics

Partial or complete upper and/or lower dentures provided by a dentist or licensed denturist. Allowances include all adjustments.

ORTHODONTICS

Orthodontic procedures are covered at fifty percent (50%).

For services provided by a certified orthodontist only for dependent children to seventeen (17) years of age.

Lifetime benefit maximum of one thousand dollars (\$1,000) per child.

SCHEDULE "C"

The following positions are excluded from the Bargaining Unit:

General Manager
Assistant General Manager
Senior Administrative Assistant
Director of Sales and Marketing
Facility Services Manager
Special Projects Manager
Accounting Manager
Director of Human Resources
Payroll Administrator
Administrative Assistant
Director of Food and Beverage Services
Banquet Manager
Executive Chef
Executive Sous Chef
Director of Facilities
Associate Director of Sales
Manager - Information Services and Systems
Management Trainee*

*see Letter of Understanding re: Management Trainee

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Apr. 15/16

LETTER OF COMMITMENT

The Union recognizes that belonging to the City of Winnipeg Pension Plan in no way makes our members now or in the future City of Winnipeg employees.

In that regard, we give the WCC our undertaking that we will not use the fact that our members belong to the pension plan in any way to further our bargaining position on other issues either with the WCC or publicly. Any bargaining issues in future will be discussed on their own merits.

We have never in the past pushed bargaining to a work stoppage to get parity with City of Winnipeg employees. The dental plan is an example of this. The City plan is 100% Employer paid while the WCC plan is 70% Employer, 30% employee paid.


The Pension Plan is a different issue in that it is available to Employers and employees other than the City of Winnipeg - for example, St. Boniface Museum.

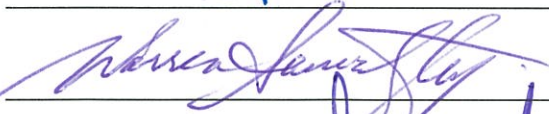
We certainly recognize the difference in the circumstances of the WCC and the City of Winnipeg. The parties have always bargained in good faith in the past and whenever there have been differences we have been able to resolve them in house. We give you our commitment to maintain this approach in the future.

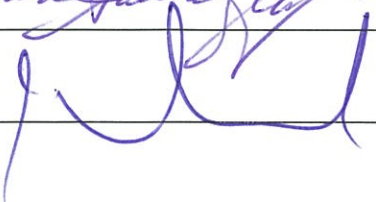
Dated this 21st day of SEPTEMBER, 2016.

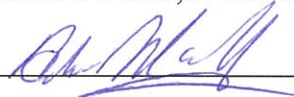
**FOR CONVENTION CENTRE
CORPORATION**


**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**

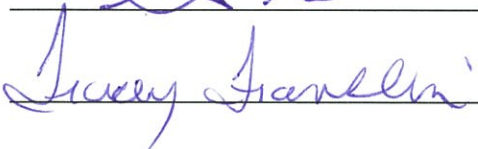












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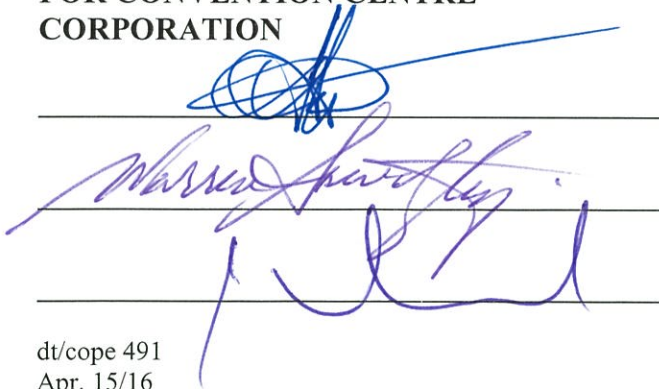
LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: ARTICLE 14 - INTERPRETATION OF RETIREMENT**

With respect to the entitlement of benefits under Article 14 of the Collective Agreement between the WCC and the Union, retirement as stipulated in this article, is interpreted as retirement in accordance with the terms of the existing pension plan available to employees covered under this Collective Agreement.

It is understood that an employee shall not be entitled to the benefits as stipulated in Article 14 upon retirement, unless, at the time that he/she ceases to be employed by the WCC, he/she has accumulated the stipulated years of service or reached the stipulated age that would permit him/ her to retire in accordance with the terms of the pension plan then in effect.

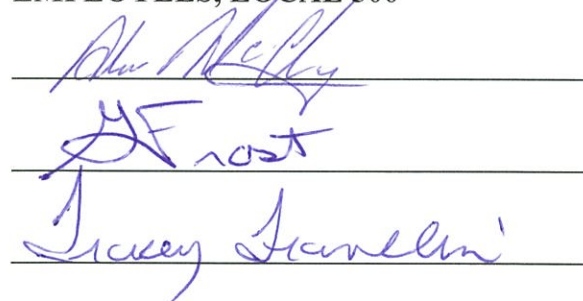
Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**



dt/cope 491
Apr. 15/16

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**



LETTER OF UNDERSTANDING

BETWEEN

CONVENTION CENTRE CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: CONTRACTING OUT

The WCC agrees that for the term of this Collective Agreement it will not contract out any work performed by any member of the bargaining unit if to do so would result in any adverse effects to an employee's regular hours of work or regular pay or the layoff of any employee, except as provided in the exception in Article 9.01 (b).

Dated this 21ST day of September, 2016.

FOR CONVENTION CENTRE CORPORATION

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**

LETTER OF UNDERSTANDING
BETWEEN
CONVENTION CENTRE CORPORATION
AND


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

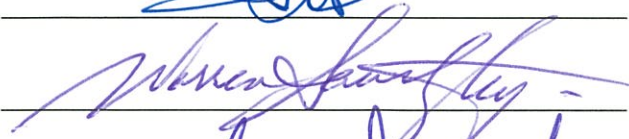
**RE: ENROLMENT OF REGULAR PART-TIME EMPLOYEES
IN THE GROUP BENEFIT PLAN**

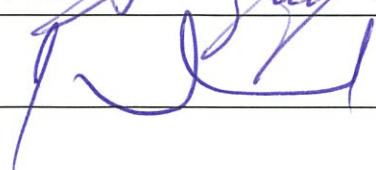
1. All regular part-time employees who are required and are eligible to join the Group Insurance Plan for the employees of the WCC must remit to the WCC (by cheque or through payroll deduction) an amount equal to the employee's portion of two (2) months' premiums prior to commencement of membership. It is understood that the balance of any unused premiums will be reimbursed to the employee upon termination of employment with notice.
2. The WCC will deduct from the employee one-half ($\frac{1}{2}$) of the employee monthly portion, two (2) times per month, commencing during the first month of membership, from the payroll earnings payable during that month.
3. If an employee does not have sufficient payroll earnings to cover the required deduction during the deduction pay period, the employee must remit to the WCC an amount equal to the employee's regular deduction by the end of the following subsequent pay period.
4. It is the responsibility of the employee to ensure that the employee's portion of premiums are paid and are current in accordance with the above schedule and are not in arrears in order to guarantee continued membership in the plan.
5. In accordance with Article 23.02 (h) of the Collective Agreement, specific application, administration, and all matters with respect to the Group Insurance Plan shall be governed by the terms of the contract with the insurance carrier.

Dated this 21ST day of SEPTEMBER, 2016.

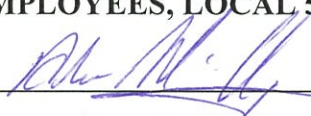
**FOR CONVENTION CENTRE
CORPORATION**




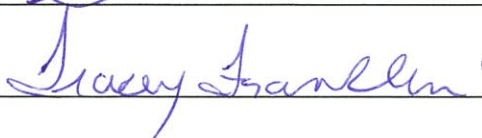




**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**







LETTER OF UNDERSTANDING
BETWEEN
CONVENTION CENTRE CORPORATION
AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: FLEXTIME

This letter relates to "flextime" employees, referred to in Article 13.03 (b) of the Agreement. It is understood that this Letter constitutes an agreement for averaging hours of work on a weekly basis as contemplated by the *Employment Standards Code*.

It is understood that the provisions of Article 13.04, 13.05, 13.07, 13.09, 13.10, 13.11 and 13.13 do not apply to "flextime" employees.

The parties confirm that it is the intention of Article 13.03 (b) that flextime employees will work on a flexible time schedule to meet their respective job needs, such that an average of forty (40) hours/ week will be worked over the twelve (12) month period from July 1 to June 30.

The parties agree that days of work will be scheduled and hours of work will be recorded for each such employee. The means of scheduling and recording work will be established by the respective managers of flextime employees, in consultation with such employees, and will be reviewed as needed.


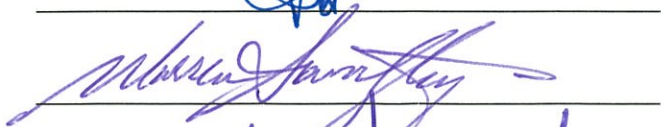

Total recorded hours of work will be reviewed monthly throughout the year and, when necessary, additional time off will be scheduled to reduce the average weekly hours to forty (40) over the twelve (12) month period. A half-year reconciliation will take place as of December 31, to establish each employee's status and address time off requirements over the following six (6) month period.

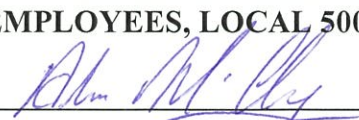
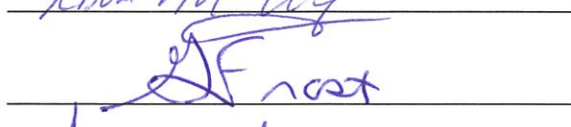

All flextime hours worked commencing September 1, 2006 will accrue at one and one-half (1½) times the hours worked, calculated on a weekly basis (i.e. hours worked greater than forty (40) per week). Hours accrued as of June 30 will be taken off within sixty-two (62) days (by August 31) failing which they will be paid out.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**


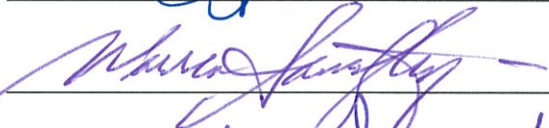

LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: INVOLUNTARY LEAVE OF ABSENCE/WAGE ROLLBACKS**



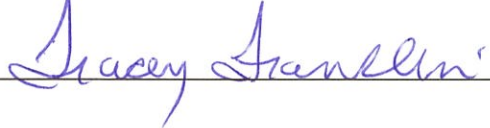
The WCC agrees that during the period of this Agreement it will not pursue a strategy to unilaterally impose leaves of absence without pay (furloughs) or wage rollbacks.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**

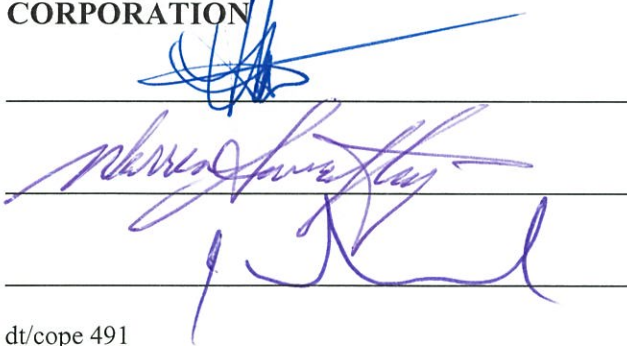




LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: JOB POSTINGS**

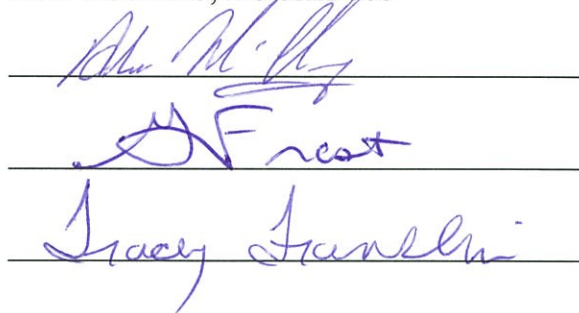
The parties agree that Event Kitchen Staff may apply for positions in the other departments of the WCC and their seniority will be applied for that purpose. The parties further agree that the classifications in the Event Kitchen Staff department are separate and distinct from the classifications in the Food Preparation, Cooks department and no member of the Event Kitchen Staff department can be reclassified as a member of the Food Preparation, Cooks department, except as provided in Article 20.02.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**



**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**



LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: LABOUR/MANAGEMENT COMMITTEE**

The parties agree to establish a labour/management committee consisting of two (2) bargaining unit representatives appointed by the Union and two (2) management representatives appointed by the WCC. The business representative of the Union may also attend. The committee shall meet at the written request of either party not more often than every three (3) months, during working hours, to a maximum duration of (two) 2 hours. The request for meeting shall specify the issues proposed for discussion. Discussion shall be limited to issues relating to the workplace affecting bargaining unit members. The Committee may make recommendations to the parties but will have no power to bind the parties or amend the terms of the Collective Agreement.

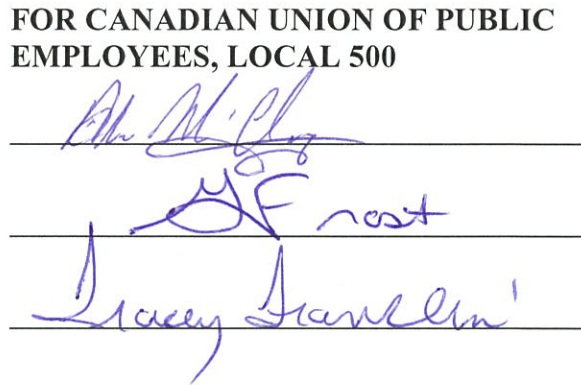
Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**



dt/cope 491
Apr. 15/16

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**



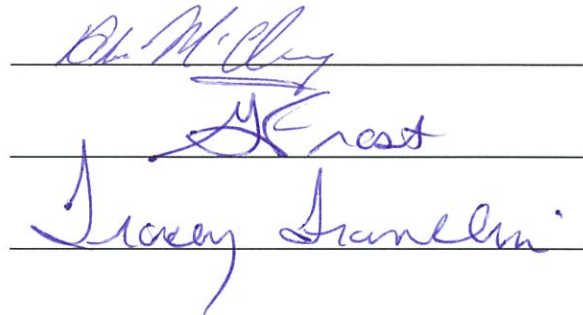
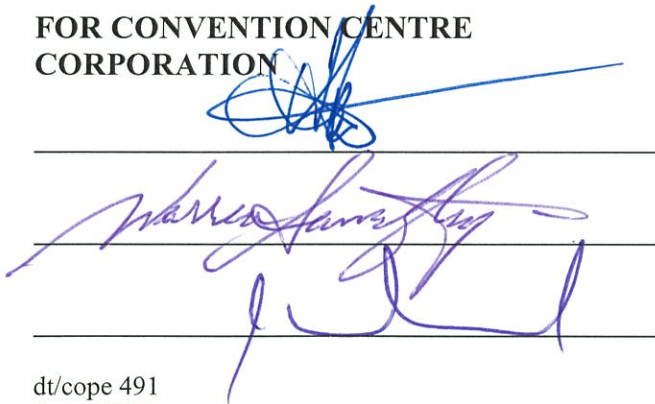
LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: MANAGEMENT TRAINEE**

The parties agree that if a bargaining unit employee accepts the Management Trainee position he/she may return or be returned to his/her bargaining unit position within six (6) months after accepting the Management Trainee position.

Dated this 21st day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**




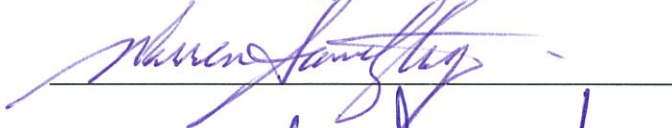

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LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: RED-CIRCLING FOR FULL-TIME EMPLOYEES**

If a full-time employee is subject to layoff, such employee's former rate of pay will be red-circled for fifty-two (52) weeks from the effective date of the bump so that the rate of pay will not be reduced and the employee will be entitled to receive one-half ($\frac{1}{2}$) of the amount of negotiated increases during the period of red-circling.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**





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Apr. 15/16

LETTER OF UNDERSTANDING
BETWEEN
CONVENTION CENTRE CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500


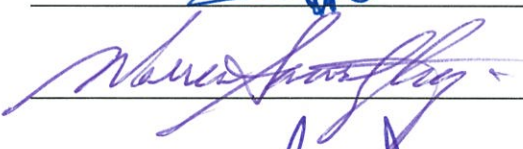
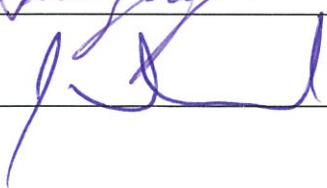
RE: SHIFT PREMIUMS

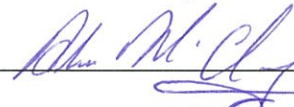

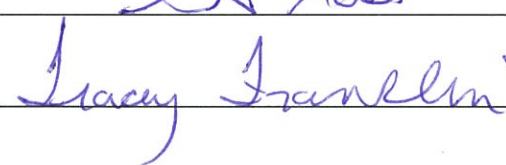
The parties agree that Article 21 relating to Shift Premiums will not apply to Event Kitchen Staff during the term of the current Collective Agreement or any extension of the Collective Agreement pending renewal.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**


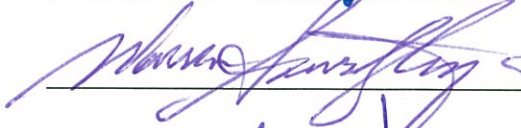
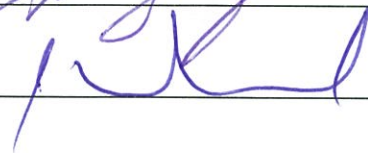
LETTER OF UNDERSTANDING**BETWEEN****CONVENTION CENTRE CORPORATION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****RE: STUDENTS**

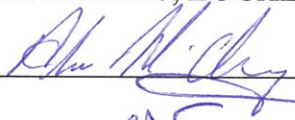

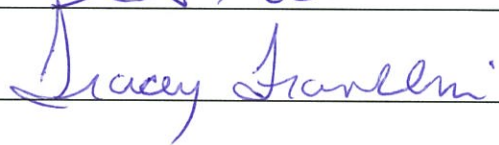
The WCC and the Union recognize and support the need to provide food preparation students with work experience/training practicums. The WCC is entitled to place such students for such purposes without reference to the Collective Agreement provided that no more than three (3) will be placed at one time.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**


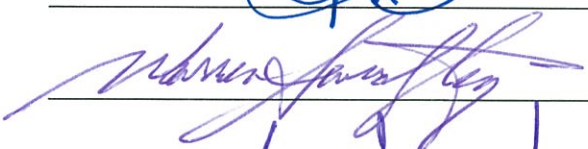
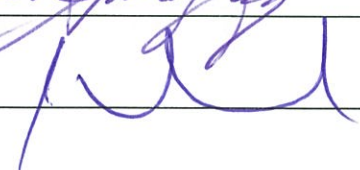
LETTER OF UNDERSTANDING
BETWEEN
CONVENTION CENTRE CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
RE: SALES INCENTIVE PLAN

Attached as Appendix "B".

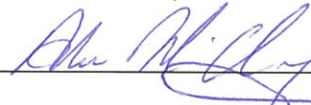

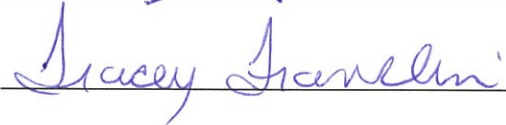
The Sales Incentive Plan agreed upon by the parties from time to time shall form a part of this Collective Agreement.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**

dt/cope 491
Apr. 15/16

APPENDIX "B"

SALES INCENTIVE PLAN**2009**

WINNIPEG CONVENTION CENTRE**SALES INCENTIVE PROGRAM**

Purpose of the Plan

To reward and recognize extraordinary achievements of superior performance of Sales Managers through annual and on-going performance measurements linked to the Winnipeg Convention Centre's key revenue objectives based on individual and team goals.

Participants

The following positions will be considered to form part of the sales team:

- Sales Managers

Particulars

1. Minimum achievement of 103% of budgeted combined revenues from the following:

- (a) Room Rental
- (b) Banquet Food Revenue
- (c) Concession Revenue
- (d) Beverage Revenue

Exclusions:

Winnipeg Convention Centre promoted events including but not limited to New Year's Eve, Mardi Gras etc.

One-off events including but not limited to Grey Cup, Brier, Pan Am Games etc.

2. Incentive payout percentages are proportionate to the percentage of over achievement. For example, if the revenues identified in #1 above are over by 7%, then 3.50% of the over achieved revenue may be paid as an incentive.
3. A maximum of 15% of the over achieved will be paid.
4. Each participant within the incentive plan will be evaluated on the following criteria:

Team performance shares

Sales Managers

3 shares

Individual performance shares

5. Any Sales Manager who exceeds their revenue quota (copies of which documents are to be forward to Human Resources once established) for the year is eligible for an additional 1 share. If that person over achieves that quota by 25%, they are then eligible for 2 additional shares.
6. Any Sales Manager that achieves their sales activity quota for the year is eligible for an additional 1 share. Over achievement of these goals by 10% of each goal (except revenue), shall make that person eligible for 1 additional share.

Determination of achievement shall be in accordance with the reports (copies of which are to be forwarded to Human Resources) generated by the Associate Director of Sales.

7. Managers will be eligible for additional share points based upon their individual performance appraisal results (of which signed original performance appraisal documents are to be forwarded to Human Resources prior to any payments made). Shares will be issued/deducted for the overall performance appraisal rating. [0 share points will be issued for the category - Learning Stage; 2 share points will be deducted for the category of - Unsatisfactory Needs Improvement, and 1 share point will be deducted for Satisfactory with Extensive Supervision. 1 share point will be provided for Satisfactory with Minimal Supervision, 2 share points will be provided for Above Average - More than Acceptable Quality of Work, and 3 share points will be provided for Excellent - Performance is Always Significantly Above the Acceptable Level. (Human Resources to review performance level targets and review what are acceptable level(s).]
8. To be eligible for participation in the Sales Incentive Plan, the candidate must have been actively employed as a Sales Manager six months prior to year-end. Such a candidate shall be awarded any Incentive Bonus on a pro rata basis dependent upon number of complete months worked as a Sales Manager.
9. Resignation or termination prior to payment of any incentive automatically disqualifies that individual from participation in the Sales Incentive Plan.
10. Individuals are ineligible for incentive participation during leaves of absence, extended illness, maternity, etc. (Leaves of absence, illness in excess of 15 business days in a calendar year or maternity leave beyond six months shall make an individual eligible for a pro rata share of any

incentive.) For example, a Sales Manager with a leave of absence for six months will be eligible for 6 months/12 months - 50% of incentive. This remains the case even if the Sales Manager is not replaced during this time.

11. Any participant in the Incentive Plan may be disqualified if action arising from a formal disciplinary hearing has taken place in the calendar year. The disciplinary action, in this regard, shall be considered for conduct relating to the achievement of goals and objectives including but not limited to revenue, sales calls, new accounts, and customer contacts.
12. All incentive payments are taxable under Federal Law and not eligible for pension contributions from the corporation or individual.
13. Pay out date of any incentive is to be on or about March 15th, upon the completion of audited figures by the Centre's appointed auditors.
14. The Associate Director of Sales for the Convention Centre will complete the tracking sheet and remit to the General Manager of the Winnipeg Convention Centre within 30 days of year-end. All final tracking sheets submitted to Human Resources for final calculations of potential payouts.
15. All changes or revisions arising from this plan will be reviewed by the Convention Centre Incentive Committee (Director of Sales and Marketing, Director of Human Resources, Union Representative, and one Sales Manager).
16. All sales quotas must be set for the current year, no later than January 31st of that year (e.g. 2003 goals set by January 31st of 2003), and must be mutually agreed by both the Sales Manager and the Director of Sales and Marketing or his/her designate. All original documents submitted to Human Resources for review.

Dated this 21ST day of SEPTEMBER, 2016.

**FOR CONVENTION CENTRE
CORPORATION**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**

