

# ***NAPE***

Newfoundland and Labrador Association of Public and Private Employees

**COLLECTIVE AGREEMENT**

between

**COMFORT HOTEL**

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND  
PRIVATE EMPLOYEES**

**(EFFECTIVE: April 1, 2021 to March 31, 2025)**

**THIS AGREEMENT** made this 31st day of March, Anno Domini, Two Thousand and Twenty-two

**BETWEEN:**

**COMFORT HOTEL**, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid, (hereinafter called the "Employer");

of the one part;

**AND**

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

**THIS AGREEMENT WITNESSETH** that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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## FORWARD

For the purposes of this Agreement, the masculine pronoun shall be deemed to include the feminine.

## PURPOSE

In recognition of their mutual interests, the Agreement is entered into for the purpose of setting forth the hours, wage rates, terms and conditions of employment for the employees covered by this Agreement, to establish and provide an amicable method for the settling of any difference or dispute which may possibly arise, and for promoting harmonious labour relations between the Employer and its employees.

## ARTICLE 1 RECOGNITION

### 1:01 Recognition

The Employer recognizes the Union as the sole representative to bargain with the Employer for all employees in the bargaining unit, to be all employees save and except Manager and those above the rank of Manager, as defined by the Certification Order of the Labour Relations Board, dated June 18, 1986, including any subsequent amendment.

## ARTICLE 2 DEFINITIONS

- 2:01 (a) "Bump" means the right of an employee to claim a scheduled shift of another employee with less seniority for the purposes of obtaining forty (40) hours in a scheduled work week. It does not entitle a senior employee to bump for preferred shifts.
- (b) "Casual employee" is an employee with no regular, continuing scheduled hours of work, but who is scheduled or called in to meet short-term, seasonal or cyclical demands or to replace regular employees who are on vacation or leave. The employment status of casual employees shall be documented on the date of hire and their availability noted and agreed to. If the casual employee refuses shifts based on their agreed availability without just cause, the result will be a loss of seniority and removal from the casual list.
- \* Existing casual employees shall continue to earn the benefits of the Collective Agreement. Casuals hired after signing of the Collective Agreement shall receive six percent (6%) in lieu of annual leave, sick leave and paid holidays.

- (c) "Classification" means the identification of a position by reference to a class title and pay rate.
- (d) "Common-law spouse" means a relationship which has existed for a continuous period of at least one year where an employee has lived with a person, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.
- (e) "Day" means a working day unless otherwise noted.
- (f) "Day of rest" means a calendar day on which the employee is on leave of absence.
- (g) "Employee" or "employees" where used as a collective term, except as otherwise provided herein, means any person employed in a position which falls within the bargaining unit as recognized by Article 1.
- (h) "Employer" means Comfort Hotel.
- \* (i) "Full time employee" is an employee who has completed their probationary period and who is available to be scheduled to work shifts and who normally works at least thirty-two (32) hours per week for eighteen (18) weeks in the previous fifty-two (52) week period.
- (j) "Grievance" is defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.
- (k) "Layoff" means the cessation of employment of an employee because of a lack of work or the abolition of a post, but retaining all recall rights in accordance with Article 14 - Seniority.
- (l) "Leave of absence" means absence from duty with the permission of the Employer.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (n) "Overtime" means work performed by an employee in excess of forty (40) hours per week.
- \* (o) "Part-time employee" is an employee who has completed his/her probationary period and who is available to be scheduled to work shifts and who normally works less than thirty-two (32) hours per week for eighteen (18) weeks in the previous fifty-two (52) week period.

- (p) "Probationary employee" means an employee who has not yet completed six hundred (600) hours of work.
- (q) "Recall" means an employee is scheduled to work on a posted schedule or is called to work after a layoff.
- (r) "Schedule" means in writing and posted in an accessible place to all employees.
- (s) "Seniority" is an employee's length of continuous service with the Employer in the bargaining unit from the most recent date of hire.
- (t) "Union" means Newfoundland and Labrador Association of Public and Private Employees.
- (u) "Vacancy" means a newly created position or an opening in an existing position.
- (v) "Week" means a period of seven (7) days beginning at 12:01 a.m. Sunday morning and ending at 12 midnight on the following Saturday night.
- \* (w) "Weekend" means a period of forty-eight (48) hours beginning at 0001 Saturday morning and ending at 2400 midnight Sunday night.

### ARTICLE 3 MANAGEMENT RIGHTS

3:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Hotel under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights being in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

### ARTICLE 4 UNION SECURITY

#### 4:01 Hiring, Notice to Union

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer will introduce new employees to their Local Union representative within seven (7) days of being hired so that they can be advised of the terms and conditions set out in the Agreement.

4:02 Discrimination

Except as provided herein the Employer and the Union agree that there will be no discrimination against any employee because of race, colour, creed, nationality, place of origin, relation to other employees, sex, sexual orientation, marital status, age, membership or activity in the Union.

- 4:03
- (a) Except as otherwise agreed to in this Agreement, no one outside the bargaining unit shall do any of the work performed by the bargaining unit except for the purposes of demonstration or instruction, in cases of emergencies, when employees are not available for work or when employees on layoff are not available for recall provided that the performing of the afore-mentioned operations in itself does not reduce the hours of work or pay of any employee.
  - (b) Notwithstanding 4:03 (a), the Union recognizes, acknowledges and accepts Management personnel may perform the work of all classifications during rest periods, sick calls and abnormal spikes in business volumes provided bargaining unit employees are not available for work.
  - (c) Notwithstanding 4:03 (a), the Union recognizes, acknowledges and accepts that Management personnel may perform the work of Guest Services representatives during rest periods.
  - (d) The Union recognizes, acknowledges and accepts that employees in one classification shall do the work of other employees in another classification during rest periods where there is only one employee working in that classification during that time.
  - (e) No employee shall be temporarily assigned outside the bargaining unit without his/her consent. An employee temporarily assigned outside the bargaining unit may return to their bargaining unit position giving the Employer two (2) weeks' notice.
  - (f) Employees who are temporarily assigned outside the bargaining unit shall maintain their position on the seniority list and have access to the Grievance Procedure.
  - (g) Employees who are temporarily assigned outside the bargaining unit shall continue to pay Union dues.

4.04 Union Security

- (a) Every employee in the bargaining unit shall be a member in good standing of the Union, and as a condition of his/her continued employment, he/she shall continue to remain a member in good standing of the Union.

- (b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership, the Union will give the Employer, in writing, the reasons for such action.

4.05 Checkoff, Union Dues and Initiation Fee

Every employee shall, as a condition of his/her continued employment, authorize the Employer, in writing, to deduct from each pay, payable to him/her thereafter during the life of this Agreement, such amount as may from time to time be certified in writing by the Union to the Employer as being the amount of Union dues, fees and assessments currently payable.

4.06 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

4.07 T-4 Slips

The Employer agrees that when issuing T-4 slips the amount of membership dues and Local fees paid by an employee to the Union during the current year will be recorded on his/her T-4 statement.

- 4:08 The Union shall inform the Employer in writing of all authorized deductions with respect to Union dues and local fees.

ARTICLE 5 UNION ACCESS

5:01 Union Access

Employees shall have the right to have the assistance of the representative of the Union on all matters relating to the Employer/employee relationship. Union representatives shall have access to the Employer's premises in order to provide this assistance. Representatives shall first obtain the permission of the Manager, which permission shall not be unreasonably withheld, and employees involved shall not absent themselves from work except with the prior permission of the Manager, which permission will not be unreasonably withheld provided that such assistance shall not interfere with the normal operations of the Employer.

- 5:02 (a) The Employer will, upon written notification of the Union, recognize two (2) Shop Stewards and two (2) alternate Shop Stewards who shall act in the absence of the Stewards.



(b) The Steward who initiated the complaint or grievance and the highest ranking officer of the Union employed by the Employer (or his/her designated representative) shall be members of the Grievance Committee.

(c) Meetings With Management Personnel

Every Steward and Officer of the Union who is an Employee shall be allowed such time off as may be necessary to enable him/her to attend those appointments with management personnel at which his/her presence is required under any provision of this Agreement and every employee who is a necessary witness at a grievance meeting or at a grievance arbitration hearing, established under this Agreement shall be allowed such time off as may be necessary to enable him/her to give evidence at such hearing. The allowing of any such time off shall, however, be subject to the employee having obtained permission from his/her immediate Supervisor to leave his/her work. Such permission shall not be unreasonably withheld and all such time off during an employee's regular scheduled working hours shall be without loss of pay.

(d) Processing of Grievances

Stewards shall suffer no loss in pay for time reasonably spent processing grievances. It is agreed that Stewards shall not absent themselves from their work location for the purpose of handling grievances without first obtaining the permission of the Manager or designate. Such permission will not unreasonably be withheld.

(e) The Employer will provide, whenever available a meeting room to be used by employees and Stewards in the grievance procedure.

(f) No unionized employee should discuss Union matters during their working shift.

5:03 Bulletin Boards

The Employer shall provide, in an easily accessible place, a bulletin board for the purpose of posting notices affecting members of the Union for use by the Union.

ARTICLE 6 CONTRACTING OUT

6:01 The Employer agrees that it will not during the life of this Agreement contract out work that is normally performed by employees in the bargaining unit or could be performed by persons who could otherwise be employed in the bargaining unit, provided such work can be efficiently performed by such

employees.

## ARTICLE 7 LEAVE OF ABSENCE

### 7:01 (a) Leave of absence, Personal Reasons

The Employer may grant leaves of absence for personal reasons (other than to accept employment with another Employer) to any employee who makes a written request for such leave, for a period of not more than six (6) months, without pay or benefits. Upon the expiration of any such Leave of absence and the employee's return to work, there shall be deemed to have been no break in such an employee's length of continuous service with the Employer.

- (b) Should an employee wish to return to work prior to the expiry date of his/her requested leave, as per Clause 7.01 (a), he/she shall apply for early return to work to the Manager, in writing, at least two (2) weeks before the date he/she wishes to return to work.

### 7:02 Negotiation Pay Provision

Leave of absence with pay shall be granted to a maximum of four (4) employees who are authorized members of the Union Negotiating Team for the purposes of preparing for negotiations and the actual negotiations with the Employer for the renewal of this Collective Agreement - two (2) days (maximum 16 hours) for preparation, and ten (10) days (maximum 80 hours) for negotiations.

### 7:03 Grievance and Arbitration Pay Provision

Grievors, Stewards and witnesses shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the grievance or arbitration procedure.

### 7:04 (a) Leave of absence for Union Business

Upon written request by the Union to the General Manager with (10) days' notice, leave of absence with pay for any scheduled hours on such days, shall be granted to employees elected or appointed to represent the Union at Union functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of four (4) working days per year accumulated for the entire bargaining unit.

- (b) Union functions shall include the Biennial Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, the

Convention of the Newfoundland and Labrador Federation of Labour, the Conventions of the Canadian Labour Congress, the National Union of Public and General Employees, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the Union, meetings of the Provincial Executive and the Provincial Board of Directors.

- (c) Additional leave without pay for the purpose of attending to Union business may be granted by the General Manager, if requested and on reasonable notice.

7:05 Leave of absence for Full Time Union Representatives

An employee who is selected or elected for a full time position with the Union or any body with which the Union is affiliated shall be granted Leave of absence without pay or benefits and without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year on request during his/her term of office.

ARTICLE 8 GRIEVANCES

8:01 There shall be an earnest effort on the part of both parties to this Agreement to deal promptly with complaints and grievances through the procedure (the "Grievance Procedure") outlined in this Article.

(a) Step 1

An employee who has a complaint or grievance (the "grievor") shall discuss the matter with the Manager within seven (7) days after the incident or other circumstances giving rise to the complaint. The grievor may choose to have his/her Shop Steward present during this discussion.

The Manager shall inform the grievor of the disposition of the grievance within seven (7) days after this discussion. If the matter is not satisfactorily resolved, the grievor may proceed to Step 2 of this Grievance Procedure.

(b) Step 2

If the grievance remains unsettled after its presentation at Step 1, the grievor may, within seven (7) days of having received a verbal reply from the Manager, submit the grievance in writing to the General Manager or, in their absence, their designate.

Within seven (7) working days of the General Manager's or, in their absence their designate, receipt of such grievance, the Employer shall

arrange a meeting with the grievor and the Steward to discuss the grievance.

The Employer shall render a decision, in writing, with explanation to the employee and the Shop Steward within seven (7) working days of such meeting.

(c) Step 3

Failing settlement at Step 2, either party may refer the dispute to arbitration within fifteen (15) days from the date on which a decision was given or should have been given pursuant to Step 2.

8:02 Group Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such grievance shall commence at Step 2.

8:03 Employer/Union Grievance

Should any complaint, grievance or dispute arise directly between the Employer and the Union concerning the general policy of either the Employer or the Union or which affects the orderly administration of this Agreement, either party may invoke the Grievance Procedure commencing at Step 2.

8:04 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of the Agreement, the Union may initiate a grievance at Step 2 of the Grievance Procedure.

8:05 Grievance Mediation

Before scheduling a grievance for arbitration, either party may refer the matter to the Grievance Mediation service of the Department of Human Resources, Labour and Employment. Such reference to mediation shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

8:06 It is agreed by the parties that any grievance presented at Step 2 or beyond shall clearly state the issues in dispute so that the receiving party shall be able to clearly understand the nature of the grievance. The grievance shall also clearly state the Article(s) of the Agreement alleged to be violated. Should these requirements not be met, the grievance shall not succeed.

8:07 Time limits in this Article are mandatory. Where no decision has been given or the party initiating the grievance has not carried the matter to the next step within the time limits specified, the matter shall be deemed to have been lost by the party so failing. Notwithstanding this, time limits may be extended, in writing, by mutual consent of the parties.

## ARTICLE 9 ARBITRATION

- 9.01
- (a) Any matter referred to arbitration under this Agreement shall be submitted to a single Arbitrator who shall be chosen having regard to his/her impartiality, his/her qualifications in the interpretations of agreements and his/her familiarity with industrial relations matters.
  - (b) The party giving notice of desire to refer a matter to arbitration shall include in the written notice given to the other party, the names of at least three (3) persons for the consideration of the other party as an Arbitrator. An earnest effort will be made by both the Employer and the Union to reach mutual agreement on the person to be requested to serve as Arbitrator.
  - (c) In the event that the parties fail to reach agreement on such an Arbitrator within five (5) working days of the date of giving such notice of desire to submit a matter to arbitration, the Minister of Human Resources, Labour and Employment for the Province of Newfoundland and Labrador may on the request of either party appoint an Arbitrator.
  - (d) The Arbitrator shall hear and determine the differences or allegations and shall make a decision within fifteen (15) days or within such other period as the parties may agree upon or the Arbitrator may reasonably require following the hearing. The decision of the Arbitrator shall be final and binding upon the parties and upon any person on whose behalf this agreement was made.
  - (e) The Arbitrator shall not have any authority or jurisdiction to alter or change any of the provisions of this Agreement.
  - (f) Where an Arbitrator determines that an Employee has been discharged or otherwise disciplined by the Employer without just cause, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all circumstances.
  - (g) The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations.

- (h) The Arbitrator shall have access to the Employer's premises to view working conditions, equipment, machinery of operations which may be relevant to the resolution of a grievance.
- (l) The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- (j) Any of the time limits referred to in this Article may be extended by mutual agreement, in writing, between the parties to this Agreement.
- (k) Each of the parties to this Agreement shall pay one-half (1/2) of the remuneration and expenses of the Arbitrator.

#### ARTICLE 10 PERSONAL FILES AND DISCIPLINE

10:01 \* (a) Performance Appraisals

It is recognized and mutually agreed that the Employer may from time to time have occasion to meet with an employee with respect to their work performance. If such a meeting is likely to lead to disciplinary action, the employee shall, if they so wish, have a Shop Steward present.

- (b) When a formal interview, referred to in Clause 10:01 (a), of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the results of such interview in writing. When, as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, an employee may present a grievance in accordance with Article 8.

10:02 (a) Discipline, Suspension or Discharge

Where the Employer wishes to notify an employee in writing with respect to performance deficiencies, such notice must be provided within five (5) business days of the occurrence or discovery of the incident giving rise to the complaint. If this procedure is not followed, such notice shall not become part of his/her record.

- (b) Should it become necessary to officially warn an employee that failure to improve his/her performance may result in disciplinary action being taken, the employee shall have the option to have his/her Shop Steward present at such meeting. The issuance of the warning shall be confirmed in writing by notice to the employee. A copy of such notice shall be issued to the employee's Shop Steward on the same date it is issued to the employee.

- (c) When an employee is to be suspended or discharged, the employee shall have the option to have his/her Shop Steward present at such meeting. An employee who is suspended or discharged shall be given the opportunity to discuss the matter with his/her Shop Steward immediately following the meeting with the Employer, before leaving the Employer's premises.

The reasons for an employee's suspension or discharge shall be confirmed in writing by notice to the employee. A copy of such notice shall be issued to the employee's Shop Steward on the same date it is issued to the employee.

- (d) A claim by an employee who has successfully completed his/her probationary period that he/she has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such a grievance is presented to the Company at Step 2 within seven (7) days after the employee is suspended or discharged, excluding statutory holidays.
- (e) During probation, an employee will not have recourse to Article 8 - Grievance or Article 9 - Arbitration in the case of termination for cause or unsuitability.

10:03

The Employer agrees that in the event an employee is disciplined for just cause, the records of such disciplinary action shall be removed from such an employee's personnel files after a period of fifteen (15) months from date the employee was officially advised in writing of such discipline provided the employee has not been subject to further discipline within such period. It is further understood and agreed that records relating to discipline reversed or withdrawn under the grievance or arbitration procedure shall not be kept or recorded in any employee's personnel files. The Employer also agrees that any employee shall have the right to review their personnel files upon request in the presence of a representative of the Employer, with a Shop Steward present if requested by the employee, concerning information in such an employee's personnel files with respect to an employee's application for employment, hiring date, transfers, promotions, demotions, discipline (including written warnings), work performance and evaluation by the General Manager or designate and others and customer complaints, and if the employee believes the contents to be inaccurate, he/she may grieve the matter.

## ARTICLE 11 HEALTH AND SAFETY

11.01

The Employer and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules and regulations.

- 11.02 \* The Employer and the Union agree to establish an Occupational Health and Safety Committee in accordance with the requirements of the Occupational Health and Safety Act. Part of their role will be to co-operate with respect to the Employer, Union and employee obligations pursuant to the Early and Safe Return to Work provisions of the Newfoundland and Labrador *Workplace, Health, Safety and Compensation Act*.
- 11.03 The duties of the Committee will consist of making recommendations for the improvement of health and safety, investigation of all accidents, work related illnesses and injuries and working towards the elimination of all health and safety hazards. The Committee will meet every three (3) months to discuss matters related to health and safety within the Employer's operations, to review accident reports and plan health and safety programs. They shall also make regular inspections of work sites and equipment to check all health and safety conditions. A copy of the reports and recommendations of the Committee shall be forwarded, in writing, to the Employer and the Union.
- 11.04 \* An employee who is injured while at work and is required to leave work for treatment or is sent home as a result of the injury shall be paid for the time remaining in their scheduled shift at their regular rate of pay, without deduction from sick leave. The employee shall report the injury to their supervisor, if at all possible before leaving work.
- 11:05 The Employer shall maintain adequately stocked first aid boxes in the Kitchen, Front Desk and Housekeeping work areas.
- 11.06 Employees required to have training in a standard First Aid Course/CPR, shall be at no cost to the employee.
- 11.07 The Employer shall make available to all staff suitable cool drinking water at all times.
- 11.08 Every effort will be made by management to schedule meetings when members are working. If not, employees who are required to attend committee meetings on their days off, shall be compensated in accordance with Clause 17.04.
- 11.09 \* Employees who participate in standard First Aid Course/CPR training required by the Employer shall suffer no loss in pay in the event the training program finishes early. If training ceases less than two (2) hours before the end of the employee's shift, the employee shall be paid as if it was worked and permitted to go home.



## ARTICLE 12 LABOUR MANAGEMENT

### 12.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

### 12.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (b) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

### 12.03 Meetings of Committee

(a) Committee shall meet every three (3) months (quarterly) at a mutually agreeable time and place. The quarterly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

- \* (b) The Committee shall meet within two (2) weeks of a request from either Management or Union.

### 12.04 Chairperson of the Meeting

The Committee meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairperson will be selected by the Union.

### 12.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting.

### 12.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions

reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### ARTICLE 13 UNIFORMS

- 13:01 (a) Every employee to whom a uniform is provided is required to wear that uniform in accordance with the Employer's policy. The employees shall maintain uniforms in good condition, except for normal wear and tear. The Employer shall be responsible for the dry-cleaning of non-washable apparel. On resignation or termination of employment, the uniforms must be returned to the Company, otherwise the prorated cost of the uniforms will be deducted from the employee's last pay cheque.
- (b) The Employer will provide Cooks with the following every six (6) months - three (3) jackets.
- 13:02 (a) Where the Employer requests an employee to wear a uniform/name tag in accordance with the Employer's policy, such uniform/name tag shall be provided at no cost to the employee.
- (b) The Employer will provide Cooks with the following every six (6) months - three (3) jackets and pants. Full time 3x3 part time and casual 2x2.
- (c) The Employer will provide up to three (3) uniforms for housekeeping, Full time 3x3 - part time and casual 2x2.
- (d) The Employer will provide up to three (3) uniforms for porters and maintenance staff. Full time 3x3 - part time and casual 2x2.
- (e) The Employer will provide up to three (3) uniforms for kitchen attendant. Full time 3x3 - part time and casual 2x2.
- (f) Servers shall be issued up to three uniforms - Full time 3x3 part time and casual 2x2.
- (g) The Employer will provide up to three (3) uniforms for Front Desk Staff.
- 13.03 Porters and Maintenance Staff each will be issued one (1) set of winter clothing and one (1) set of rain gear which must remain on property.

- 13:04 The Employer will provide to regular maintenance, porters and Kitchen Staff, one (1) pair of safety shoes June of each year or on the date of hire for new employees. In December of each year the Employer will provide maintenance and Porters with similar style footwear for winter. This shall include part-time employees whose secondary department is Porter.
- 13:05 \* (a) The Employer shall provide anti-slip shoes for Servers and Housekeeping, up to ninety-five dollars (\$95.00) per year. Effective April 1, 2023 - up to one hundred and twenty dollars (\$120.00) per year.
- \* (b) The Employer shall provide anti-slip steel toe shoes for Porters, Maintenance, Cook I, Cook II and Kitchen Supervisor up to ninety-five dollars (\$95.00) per year. Effective April 1, 2023 - up to one hundred and twenty dollars (\$120.00) per year.
- \* (c) The Employer shall provide anti-slip steel toe winter boots for Porters and Maintenance up to ninety-five dollars (\$95.00) for a two (2) year calendar period. Effective April 1, 2023 - up to one hundred and twenty dollars (\$120.00) for a two (2) year calendar period.
- 13:06 Should an employee feel his/her uniform needs replacement before the time required by this Agreement, he/she may present the Employer with said uniform for consideration for replacement.

#### ARTICLE 14 SENIORITY

##### 14:01 Seniority Defined

Seniority is defined as an employee's length of continuous service with the Employer in the bargaining unit from the most recent date of hire.

- (a) For the purpose of layoff and recall, seniority shall be applied separately to regular employees and casual employees within each Classification as listed in Appendix "A", in accordance with Article 16.
- (b) For the purpose of promotion, seniority shall be applied on a bargaining unit wide basis.

##### 14:02 Seniority Lists

The Employer shall maintain separate seniority lists showing regular employees and casual employees in each classification, and the date upon which each employee's service commenced on the original date of hire. An up-to-date seniority list shall be sent to the Union and posted in the Hotel in

January of each year. The Union has thirty (30) days to challenge and/or request revisions to the seniority list.

14:03 Probation for Newly Hired Employees

Probationary employees shall be entitled to all the benefits and rights of this Agreement except they shall not have the right to grieve termination due to unsuitability or performance deficiencies.

14:04 Loss of Seniority

An employee shall lose his/her seniority in the event that he/she:

- (a) is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) resigns in writing;
- (c) is absent from work in excess of two (2) working days without the approval of the General Manager or designate or without sufficient cause;
- (d) fails to report to work as recalled without just cause or unless excused by the Employer.
- (e) is laid off and not recalled within eighteen (18) months of layoff.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15:01 Job Postings

When a vacancy occurs or a new classification is created inside the bargaining unit, the Employer shall post the notice of the position in accessible places in the Employer's premises for a period of not less than five (5) calendar days. Copies of all postings are to be supplied concurrently to the Local President and kept in the employee's file.

15:02 Information Posting

All postings for positions within the bargaining unit shall contain the following information: title of position, duties and responsibilities, qualifications, required knowledge and education, skills and wage.

15:03 (a) Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed and the applicants have been advised if they were unsuccessful.

- (b) Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why he/she was unsuccessful.

15:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, when a vacancy occurs in an established classification within the bargaining unit, or when a new classification is created within the bargaining unit, employees who apply for the position(s) shall be given preference on a seniority basis for filling such position(s), provided that the applicant's qualifications and abilities meet the required standards for the new position as advertised in the job posting.

15:05 Trial Period

When an employee transfers from one classification to another, he/she shall assume his/her new position on a trial basis for a period of two hundred hours (200) worked. The Employer shall confirm the employee's appointment after the trial period of two hundred (200) hours worked, unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage rate without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary rate, without loss of seniority.

15:06 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant in the bargaining unit with a copy to the Local President.

15:07 Incapacitated Employees Preference

An employee who has become incapacitated by injury or illness or who through advancing years is unable to perform his/her regular duties, will be

employed in other work which he/she is qualified for and able to perform providing a suitable position is available and the applicable rate for such new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as the result of this clause shall have the right to bump a less senior employee.

## ARTICLE 16 LAYOFF AND RECALL

16:01 Both parties recognize that job security shall increase in proportion to seniority.

### 16:02 \* Role of Seniority in Layoff

Subject to paragraph 14:01 (a), in the event of a layoff in a classification, full-time and part-time employees shall be laid off in reverse order of seniority provided those employees being retained are available, qualified and able to perform the required work. No full-time or part-time employee will be laid off or lose hours of work in a classification while there are casual employees scheduled to work in the same classification.

### 16:03 Recall Procedure

Employees shall be recalled in their classifications in order of seniority provided that those employees being recalled are available, qualified and able to perform the work required. Regular employees shall be recalled before casual employees.

### 16:04 Recall to Another Classification

Employees who are on layoff or are unable to be scheduled for forty (40) hours in their own classification shall be eligible, if they so choose, to be recalled into another classification under the following conditions.

- (a) The employee is available, qualified and able to perform the duties of the position.
- (b) No employees in the classification of recall are available, qualified and able to work the scheduled shift(s).
- (c) They return to their original classification.
- (d) All recall from other departments shall be based on bargaining unit seniority.

16:05 Employees who are recalled into another classification shall be paid the rate of the classification into which they move.

- 16:06 For the purpose of this Agreement, the classifications are listed in "Appendix A". It is the right of the Employer to determine and establish position classifications and/or reclassifications.
- 16:07 No employees shall be hired until those laid off have been given an opportunity of recall, provided that those to be recalled are qualified and able to perform the work required.
- 16:08 The Employer agrees to provide employees with layoff notices in accordance with the Labour Standards Act.

#### ARTICLE 17 HOURS OF WORK AND WORK SCHEDULE

17:01 Bump means the right of an employee to claim a scheduled shift of another employee with less seniority for the purpose of obtaining forty (40) hours in a scheduled work week. It does not entail a senior employee to "bump" for preferred shifts.

(a) Work Schedule

A core work schedule for each classification shall be posted on a designated bulletin board on Wednesday of each week for the following week.

- (b) (i) A full time employee may bump another full time, part time and casual employee, with less seniority, up to noon on Friday of the schedule to begin on Sunday of the following week.
- (ii) A part time employee may bump another part time or casual employee, with less seniority up to noon on Friday of the schedule to begin on Sunday of the following week.
- (iii) A casual employee may bump another casual employee with less seniority up to noon on Friday of the schedule to begin on Sunday of that following week.
- (c) All posted schedules are subject to change based on changing business volumes and/or conditions. The Employer agrees to give as much notice as possible when schedules are required to be changed.
- (d) In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected of the change before he/she reports for work.
- \* (e) For employees hired after the signing of this Agreement, full time status will be given to any part-time employee who works a minimum of thirty-two (32) regular hours per week for eighteen (18) weeks in the previous fifty-two (52) weeks, including credit for vacation leave.

Where a part-time employee is scheduled to relieve a full time on leave, this provision shall not apply. Full time employees who are unable to maintain this pattern, within the previous fifty-two (52) weeks, will be reclassified to part-time on a quarterly basis on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 30<sup>th</sup> of each year.

17:02 Rest Periods

- (a) An employee whose work shift is more than five (5) hours shall be entitled to a paid rest period totaling thirty (30) minutes. An employee whose work shift is less than five (5) hours shall be entitled to a fifteen (15) minute paid rest period.
- (b) All other rest periods shall be unpaid.
- (c) All rest periods must be approved by the Employer and taken at a time mutually agreed upon by the Employer and employee.

17:03 Days Off

Days off shall be allocated at the rate of the minimum of two (2) consecutive days off per week, where possible, except where mutually agreed.

17:04 Minimum Shift

The minimum length of a shift shall be four (4) hours with the exception of Banquet Servers and staff meetings will be three (3) hours. If it is mutually agreed the employee can go home voluntarily without pay or stay to work out the minimum shift.

17:05 (a) Minimum Room Requirement (Work Schedule)

Fifteen (15) standard rooms shall be the maximum number of rooms allocated to a Room Attendant in each regular working day. The General Manager or designate shall give due consideration to the condition and temperature when assigning the number of rooms in a given day. A Room Attendant may request a reduction in his/her allocation for that day.

- (b) In the event of sick calls and rooms left over, it is the responsibility of all the housekeepers to stay and ensure all rooms are cleaned to company standards for the day. There will be no rooms put out of order in this situation.



17:06 Time Off Between Shifts

Except by mutual agreement between the Employer and the employee concerned, time off between shifts shall not be less than eight (8) hours. For purposes of this Agreement, hours worked on a split shift represents a single shift. It is understood that split shifts can only be worked through mutual consent between the Employer and the employee concerned.

17:07 Hours of Work

Normal hours of work for all employees classified under Appendix "A" shall not exceed forty (40) hours per week.

17:08 The purpose of this Article is to provide a basis for computing pay under this Agreement and shall not be construed as a guarantee of hours of work per day, per week or days per week.

17:09 Minimum Number of Employees

(a) There shall be a minimum of two (2) employees scheduled to work in the hotel during the period from 12:00 midnight to 8:00 a.m.

(b) Between the period of May 1<sup>st</sup> and September 30<sup>th</sup>, the posted front office schedule shall total the minimum of two hundred and twenty-four (224) hours per week.

(c) There shall be a minimum of two (2) employees scheduled to work during the period from 4:00 p.m. to 8:00 a.m., excluding Clancy staff.

17.10 \* Housekeeping - A Room Attendant that does not have fifteen (15) guestrooms will assist in laundry when their allotted guestroom assignment is complete.

17:11 Weekends off shall be shared equitably among the employees in each classification.

ARTICLE 18 OVERTIME

18:01 Definition of Overtime

All time worked by an employee in excess of forty (40) hours per week shall be considered overtime.

18:02 Normal Overtime Rate

- \* (a) The normal overtime rate shall be either pay or time off at the rate of time and one-half (1½) the hourly rate.
- \* (b) A full time or part-time employee who is scheduled to work a forty (40) hour work week and who works on a scheduled day off:
  - (i) shall be paid time and one-half (1 ½) the regular rate for all hours worked on the first scheduled day off;
  - (ii) shall be paid two (2) times the regular rate for all hours worked on the second scheduled day off;
  - (iii) shall not have any remaining scheduled hours in the week reduced or eliminated.

18:03 Callback

When an employee, after leaving the Employer's premises, is called by the Employer and reports for work outside his/her regular scheduled hours, he/she shall be paid at least Four (4) hour's pay at the regular hourly rate or at the approved overtime rate, if applicable. If it is mutually agreed the employee can go home voluntarily without pay or stay to work out the minimum shift.

18:04 Sharing of Overtime and Callback

Overtime and callback shall be divided as equally as possible among employees in the department qualified and able to perform the available work provided that any employee may refuse overtime or callback.

18:05 No Layoff to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

18.06 A meal shall be provided if an employee is required to work more than three (3) hours' overtime immediately following one (1) shift of eight (8) hours. In the event that an employee who qualifies under this Clause is required to take such a meal after the Kitchen closes for the day, such meal will be made available provided it is ordered thirty (30) minutes prior to the Kitchen closure.

ARTICLE 19 PAID HOLIDAYS

19:01 \* Subject to Clause 19:02:

(a) Employees hired before the signing of this Agreement:

Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

New Year's Day  
Good Friday  
Victoria Day  
Memorial Day  
Regatta Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
St. Patrick's Day

\* (b) For full time and part-time employees hired after the signing of this Agreement shall receive one (1) day of paid leave for each of the paid holidays as follows:

New Year's Day (January 1<sup>st</sup>)  
Good Friday  
Memorial Day (July 1<sup>st</sup>)  
Labour Day  
Remembrance Day (November 11<sup>th</sup>)  
Christmas Day (December 25<sup>th</sup>)

19:02 If the employee has:

- been employed by the Employer for at least thirty (30) calendar days prior to the paid holiday,  
and
- worked the shift they were scheduled to work by their Employer prior to and after the paid holiday,

he/she is entitled to a day's pay for the paid public holiday even though no work was performed on the day.

The employee shall not be required to work either on the first working day immediately after the public holiday or another day mutually agreed to by the employee and Employer and this day shall be a paid day for the employee.

19:03 \* Calculation of Holiday Pay

A day's holiday pay means the employee's average daily earnings for the days on which he/she worked during the twenty-eight (28) days immediately preceding the holiday. For the purpose of this clause "earnings" means regular hourly wages and excludes: overtime, gratuities, paid sick leave, paid bereavement leave, vacation or vacation pay.

19:04 Holiday Pay

\* For employees hired before the signing of this Agreement and full time and part-time hired after the signing of this Agreement, should any of the holidays outlined in Clause 19:01 fall when the employee is not scheduled to work, the Employer shall pay the employee who qualifies for that holiday unless:

(a) The employee advises the Employer in writing that he/she wishes to:

(i) retain the holiday with pay as a "floater" to be granted to the employee at a mutually agreed time, with pay, in lieu of such holiday; OR

(ii) retain the holiday with pay and request an additional day off, with pay, in lieu of such holiday with any period of vacation leave or pay the employee for such holiday in addition to any period of vacation pay.

\* (b) Where a full time or part-time employee is required to work on any of the holidays outlined in Clause 19:01, the Employer shall pay the employee at the rate of time and one-half (1½) their hourly rate for the actual hours worked. In addition, full time employees shall receive one (1) day's holiday pay as outlined in Clause 19:04 (a)(i) and (ii).

\* (c) Notwithstanding anything in Clause 19:04 (a) and (b), money owing to full time and part-time employees for work on a holiday or money owing to full time employees for the holiday shall be paid to the employee on the first pay day in December of each year.

19:05 Holiday Falls on Saturday or Sunday

Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the regular working day which next follows will normally be designated as the holiday. If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, it shall be observed on the day it is generally observed in the community, or as otherwise mutually agreed between the Employer and the Union, in writing.

ARTICLE 20 ANNUAL LEAVE

20:01 Length of Annual Leave

\* (a) For employees hired before the signing of this Collective Agreement:

The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>Annual Leave Time</u>	<u>Vacation Pay</u>
Less than 1 year		4%
1 or more years but less than 4 years	2 Weeks	4%
4 or more years but less than 12 years	3 Weeks	6%
12 or more years but less than 20 years	4 Weeks	8%
20 years or more	5 Weeks	10%

\* (b) For full-time and part-time employees hired after the signing of this Collective Agreement the following will apply:

<u>Years of Service</u>	<u>Annual Leave Time</u>	<u>Vacation Pay</u>
Less than 1 year		4%
1 or more years, but less than 6	2 weeks	4%
6 or more years, but less than 15	3 weeks	6%
15 years plus	4 weeks	8%

Annual leave and vacation pay shall be calculated and paid from last taken to date of annual leave.

20:02 Annual leave shall not be taken without the prior approval of the General Manager or designate. Annual leave is subject to the operational requirements of the Employer, however, the General Manager or designate shall make every reasonable effort to grant employees annual leave at the time requested by the employee. Annual leave shall not be denied to an employee due to management personnel taking annual leave during the same period.

20:03 Employees shall have the right to refuse to work during periods of approved annual leave.

20:04 \* (a) Subject to 20.04 (b), a full-time or part-time employee may carry forward to another year, any portion of annual leave not taken by them in previous years, and subject to clause 20.08 in no case shall an employee take more than three (3) weeks' annual leave at any one time, unless approved by the Employer. Employees shall choose up to a three (3) week block of annual leave in accordance with their seniority. After all employees have had an opportunity to book annual

leave, employees with more than three weeks' annual leave shall choose their remaining vacation on a seniority basis.

- \* (b) For full time and part-time employees hired after the signing of this Collective Agreement, an employee may carry forward to another year a maximum of two (2) weeks' annual leave.

20:05 (a) An employee who becomes sick while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer, provided a doctor's certificate is submitted.

(b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her annual leave to sick leave with effect from the date he/she was admitted to hospital.

(c) In a case where an employee changes the status of his/her annual leave to sick leave, annual leave shall not be extended without the prior approval of the General Manager or designate. Where annual leave is not extended, the amount of unused annual leave shall be credited back to the employee.

20:06 Vacation Pay

Any employee who wished to receive vacation pay must submit the request in writing to the General Manager at least ten (10) days prior to the pay day on which he/she wishes to receive his/her vacation pay.

20:07 Upon the death of an employee, vacation pay earned but unpaid shall be paid to the employee's estate.

20:08 \* For the purposes of the annual leave schedule, all annual leave requests for each classification must be submitted to each Department Head no later than the 15<sup>th</sup> of March. The annual leave schedule for each classification will be posted in each department by April 30<sup>th</sup>. If an employee fails to request annual leave time by March 15<sup>th</sup>, the employee's annual leave shall be approved by the Employer based on operational requirements and the annual leave schedule of other employees. Annual leave shall be limited to a maximum of two (2) consecutive weeks between June 1<sup>st</sup> to September 15<sup>th</sup>.

ARTICLE 21 BEREAVEMENT, SICK LEAVE AND OTHER LEAVE

21:01 Bereavement Leave

- (a) An employee shall be entitled to bereavement leave with pay, as follows:
  - \* (i) four (4) days in the case of the death of an employee's spouse, child, brother, sister, parent, step-parent, stepchild, father-in-law, mother-in-law, common law spouse, son-in-law, daughter-in-law, grandparent, grandchild, step-sister or step-brother;
  - (ii) one (1) day in the case of the death of an employee's sister-in-law, brother-in-law, aunt or uncle.
- (b) If an employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave, as per Clause 21:01 (a) (i) and (ii), and be credited the appropriate number of days to annual leave.
- (c) For purposes of this Article, "bereavement leave" means the number of days that an employee is scheduled to work between the date of death and the day after the funeral for the deceased. If requested, additional days off may be granted without pay.

21:02 Jury Duty, Appearance in Court

An employee who is called for jury duty or who is subpoenaed to appear in court as a witness or who is required to appear before any court, Board, Commission or Tribunal in any matter arising out of his/her employment with the Employer, will receive for each day of necessary absence on that account, the difference between his/her regular earnings for that day and the amount of any fee received, provided the employee furnishes the Employer with a certificate of service and satisfactory evidence as to the amount of fee received; or where applicable, as provided for under the present provisions of the Judicature Act (Newfoundland), as amended under Section 66A.

21.03 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

21:04 Accumulated Sick Leave

- \* Employees hired before the signing of this Collective Agreement and full-time and part-time employees hired after the signing of this Collective Agreement, each employee shall accumulate sick leave at the rate of three percent (3%) of earnings. For the purpose of this clause "earnings" mean regular hourly wages and excludes: overtime, gratuities, paid sick leave, paid bereavement leave, vacation or vacation pay.

21:05 Deduction from Sick Leave

A deduction shall be made from an employee's accumulated sick leave, at the employee's regular rate of pay:

- (a) for each scheduled working hour (exclusive of holidays) that the employee is absent on sick leave;
- (b) for the time remaining in a scheduled shift where an employee has to leave work because of sickness;
- (c) for absences for medical or dental appointments which cannot be scheduled outside an employee's scheduled working hours, in which case the employee shall notify the General Manager of the time of the appointment as soon as the appointment is confirmed.

21:06 \* Proof of Sickness

Before receiving sick leave, an employee may be required by the Employer to provide a medical certificate. In any event, the employee shall provide a medical certificate for any sickness in excess of two (2) consecutive days or in excess of five (5) days in total in a calendar year. In cases of suspected abuse, shown by a pattern of sickness or by other means, the Employer may request a medical certificate. Any medical certificate shall provide the Employer with enough information to determine why the employee cannot perform his/her regular duties and when the employee is expected to return to work.

21:07 Sick Leave on Termination

Upon resignation, retirement or death, an employee who has ten (10) years of continuous service with the Employer shall be paid all accumulated sick leave.

21:08 An employee shall have the option of being attended by the doctor of his/her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising this option.



ARTICLE 22 MATERNITY/ADOPTION/PARENTAL LEAVE

- 22:01
- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
  - (b) An employee is entitled to a maximum of fifty-two (52) weeks' leave under this Article. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.
  - (c) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
  - (d) An employee may return to duty after giving the Employer two (2) weeks' notice of his/her intention to do so.
  - (e) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave.
  - (f) Periods of leave under this Clause shall count for seniority purposes.
  - (g) An employee who applies for a position in accordance with Clause 15:01 while on maternity leave shall be considered for that job posting in accordance with the provision of Clause 15:04. If the employee on maternity leave is successful, her trial period shall start upon her return to work.
  - (h) Upon written request to the Employer from the employee who is on maternity leave, job postings shall be forwarded to the employee.

ARTICLE 23 WAGES, CLASSIFICATIONS, JOB DESCRIPTION, PAYMENT OF WAGES AND PAYROLL DEDUCTIONS

- 23:01
- (a) The Employer shall pay wages as set out in Appendix "B" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. Wages will be paid bi-weekly by cheque or direct deposit on every second Thursday for the previous two (2) weeks.

Wages paid by direct deposit will be deposited in the employee's account on every second Thursday by 12:01 a.m. and pay stubs to be provided on that Thursday by 12:00 noon.

Wages paid by cheque will be paid at the workplace on every second Thursday by 12:00 noon for the previous two (2) weeks.

- (b) When, for the convenience of the Employer, an employee works in another classification with a lower rate of pay, he/she shall retain his/her regular rate. When convenient for the employee to maximize his hours the said employee may work at his/her home classification rate of pay.

23:02 (a) All tips and gratuities shall be the property of the employees who perform the service excluding Banquet Servers. Where gratuities are invoiced by the Employer to its customers, the allocation of gratuities amongst employees shall be at the discretion of the Employer.

- (b) It is agreed that an employee, along with an Officer of the Union shall be permitted to review all invoices for functions in the Hotel on a monthly basis.

- (c) Food and Beverage Management personnel shall receive fifteen percent (15%) and employees shall receive eighty-five percent (85%) of function gratuities for the term of this Agreement based on Clause 23:02 (a).

23:03 Job descriptions will be provided to all new employees during the hiring and orientation process. New classifications developed during the life of this Collective Agreement shall be subject to negotiations between the parties.

23:04 Employees shall be permitted to purchase meals at fifty percent (50%) off while working and twenty-five percent (25%) when not working.

23:05 (a) Once an employee's employment exceeds six (6) months, the Employer's Medical Plan shall be made available for participation by those who have qualified as per the General Provisions (Page Three) of the RWAM Employee Benefits Booklet as well as:

- you are an actively working, permanent employee;
- you are actively and regularly working the minimum number of hours per week which are required to qualify for the coverage, as specified by the applicable Schedule of Benefits in the RWAM Employee Benefits Booklet;

- you have completed the waiting period as specified by the coverage's Schedule of Benefits in the RWAM Employee Benefits Booklet;
- you belong to a division and class of employee eligible for the coverage under the Group Benefits Plan and reside in Canada;
- your enrollment or application has been approved by the insurer (your eligibility may be subject to meeting evidence of insurability requirements, see the "Evidence of Insurability" section of the RWAM Employee Benefits Booklet;
- your insurance premiums are paid up to date. Failure to do so will result in termination of benefits.

(b) A booklet outlining the current benefits provided by the Plan will be supplied to all employees and a copy of the current policy shall be supplied to the Union.

23:06 If an employee is required to perform duties of another classification, the Employer shall provide adequate training which shall not affect their regular hours of work.

#### ARTICLE 24 STRIKES AND LOCKOUTS

24:01 The Union agrees that during the life of this Agreement there shall be no strikes. The Employer agrees that there shall be no lockouts during the life of this Agreement.

24:02 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

#### ARTICLE 25 EFFECT OF LEGISLATION

##### 25:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

## ARTICLE 26 HARASSMENT

### 26.01 Sexual harassment

Sexual harassment shall be defined as any conduct, comment, gesture, contact of a sexual nature:

- (a) which is likely to cause offense or humiliation to any employee; or
- (b) which may, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training, promotions or more favourable working conditions.

26.02 Every employee of the Comfort Hotel in the bargaining unit or otherwise is entitled to employment free of sexual harassment.

- (a) The Employer shall make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- (b) The Employer will take appropriate disciplinary action against any employee of the Company who subjects any other employee to sexual harassment.
- (c) Any individual who believes he/she has been sexually harassed may initiate a grievance at Step 2 of the Grievance Procedure.
- (d) The Employer will not disclose the name of a complainant or an accused or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

26.03 An alleged offender under this Article shall be entitled:

- (a) to be given notice of the substance of a grievance under this Article;
- (b) to be given notice of and to attend, participate and be represented at any arbitration hearing of a grievance which is held as a result of a grievance under this Article.

### 26.04 Personal Workplace Harassment

- (a) Any discriminatory behavior at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

Personal harassment is defined to include but not be limited to discrimination on the basis of race, national or ethnic origin, colour, religion, age, sexual orientation, pregnancy, childbirth, marital status, disability, conviction for which a pardon has been granted, political affiliation, Union membership, participating in the lawful activities of the Union and preventing, by any means or manner, of the exercise of any right conferred under this Agreement or under any law of Canada, or the Province of Newfoundland and Labrador.

- (b) The Company and the Union recognize the importance of maintaining a work environment that is free of harassment. This policy applies to all persons employed by the Company and the contractors working with or for the Company. The filing of a complaint will not prejudice the job security or promotional opportunities of the complainant. All information and supporting witnesses relevant to a complaint shall be treated as privileged and strictly confidential.

Harassment means intimidation that is repeated and/or unwelcomed whether it be verbal, written, or physical and which:

- (i) prejudices the complainant's job security, or
- (ii) undermines an employee's job performance; or
- (iii) is perceived on the part of the complainant to create a negative psychological or emotional state.

Those acts which may constitute harassment may include for the purposes of clarity, but without limitation:

- (i) unsolicited physical contact, pushing, grabbing, or other touching;
- (ii) comments, looks, and/or suggestions which might reasonably be found by the complainant to be unwelcome, objectionable, offensive, or to cause discomfort on the job;
- (iii) persistent sexual or unfriendly propositions;
- (iv) gender or ethnic-based insults or taunting.

Normal social conduct between people based on mutual consent does not for these purposes constitute harassment.

Where an employee feels he/she is the victim of harassment, that employee shall:

- (i) document the particulars of the offensive acts;
- (ii) advise the alleged offender(s) that the acts complained of are not welcome; and

- (iii) consider how the complaint may be proven by other evidence, including the testimony of others.
- (c) Where the Employer receives a complaint of harassment, the Employer shall conduct an investigation. Interviews may be held with the complainant, the alleged harasser, and with others as necessary. Both parties are entitled to be accompanied by a representative. Once the investigation has been completed, the findings will be discussed with the complainant and the alleged harasser by the Employer.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that he or she has been subjected to harassment as defined above to immediately report such concerns to the Employer. The Employer will advise the appropriate Union representative of such allegation. All allegations will be fully investigated in a confidential manner.

Any employee who, as a result of a full investigation is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment.

26.05 An accusation found to be intentionally false may result in discipline up to and including discharge of the accuser.

#### ARTICLE 27 DURATION

- 27:01 \* (a) This Agreement shall be effective from April 1, 2021 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, that it desires its termination or amendment.
- (b) It is agreed and understood that this Agreement remains in full force and effect until a new Agreement is negotiated or the right to strike or lockout occurs.
- \* (c) Appendix "B" of the Collective Agreement shall be retroactive to April 1, 2021.

#### 27:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.

27:03

Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 27:02 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

**APPENDIX "A"**

**CLASSIFICATIONS**

Front Desk

Night Auditor

Lead Room Attendant

Room Attendant

Porter

Maintenance

Lead Food & Beverage Server

Food and Beverage Server

Kitchen Attendant

1<sup>st</sup> Cook

2<sup>nd</sup> Cook

\* Housekeeping Helper

\* Bus Person

\* Kitchen Supervisor



**APPENDIX "B"**

WAGES

<b>Classification</b>	<b>Current</b>	<b>April 1/22 1%</b>	<b>April 1/23 1.5%</b>	<b>April 1/24 2.0%</b>
Front Desk	19.40	19.59	19.89	20.29
Night Auditor	20.14	20.34	20.65	21.06
Lead Room Attendant	19.51	19.71	20.00	20.40
Room Attendant	17.98	18.16	18.43	18.80
Housekeeping Helper		15.00	15.23	15.53
Porter	16.79	16.96	17.21	17.56
Maintenance	20.25	20.45	20.76	21.17
Lead Food & Beverage Server	16.69	16.86	17.11	17.45
Food & Beverage Server	15.31	15.46	15.70	16.01
Bus Person		14.00	14.21	14.49
Kitchen Supervisor	22.00	22.22	22.55	23.00
Kitchen Attendant	16.16	16.32	16.57	16.90
1 <sup>st</sup> Cook	20.66	20.87	21.18	21.60
2 <sup>nd</sup> Cook	16.59	16.76	17.01	17.35

\* Signing bonus of five hundred hundreds (\$500.00) for existing employees on date of signing.

**Probationary Employees: \***

Probationary employees shall be paid a rate of one dollar (\$1.00) less than regular employees in that classification. Existing probationary employees who are receiving fifty cents (\$0.50) per hour less than the regular employees in the classification shall continue to do so until they complete their probationary period. The Employer reserves the right to pay probationary employees any rate up to the classification rate of pay, but no less than the probationary rate.

**Casual Employees: \***

Casual employees in each classification shall be paid at a rate of one dollar (\$1.00) less than regular employees in that classification.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 31st  
day of March, 2022

SIGNED on behalf of:

Newfoundland and Labrador Association of Public and Private Employees

[Signature]  
Karin Mills  
[Signature]  
Jana Hudson  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Witness

SIGNED on behalf of Comfort Hotel:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Witness

### **Memorandum of Understanding re Adverse Weather Conditions**

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate Provincial or Municipal authority:

- (a) When an employee, through no fault of their own, is unable to report for work because of a declared state of emergency called by the Employer or appropriate Provincial or Municipal authority shall suffer no loss of pay or other benefits, nor shall they be required to make up in any way or the time lost due to not reporting for work.
- (b) At the discretion of the Employer, where because of weather conditions, employees are unable to return to their homes, such employees will be given suitable accommodations until such time as they are able to return to their homes.

### **Memorandum of Understanding re Snow Clearing Responsibility of the Porter**

At all times during the winter months, it is the responsibility of the Porter to keep the front walkways leading to the two (2) main entrances clear of snow, debris and salted, as necessary. The Porter may be required to clear snow and salt in other areas to keep them clear and safe.

Business volumes will dictate the available time allowed to perform these duties. Because of the importance of access and safety, it is important for the Porter to remember that, if they cannot perform these duties or others as assigned throughout the day, they must inform a member of the management team so they can get the appropriate help.

### **Memorandum of Understanding re Cooks**

When a Cook passes the Red Seal exam, the Employer will pay that employee the First Cook wage even though their classification will remain Second Cook. If a First Cook position becomes available that employee can choose to move to that classification or stay in their current classification at the First Cook wage.

Cooks that would like to challenge the Red Seal exam can do so. The Employer agrees to pay for the course if the employee is successful in achieving Red Seal Status.