



COLLECTIVE AGREEMENT

- Between -

2 Hill O'Chips St. John's Hospitality Inc.

St. John's, Newfoundland A1C 6B1

(Hereinafter referred to as the "Employer")

- And -

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

(Hereinafter referred to as the "Union")

EFFECTIVE DATE: OCTOBER 1, 2022 TO SEPTEMBER 30, 2025

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ARTICLE 1 - PREAMBLE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the Employees and the Union and to set forth certain terms and conditions of employment relating to general working conditions affecting Employees covered by this Agreement.
- 1.02 The parties hereto desire to promote the efficiency of the Hotel's operation as well as the efficiency of all its Employees and have agreed together as set in this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Hotel and to direct the working forces is vested exclusively with the Company without restriction 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 Procedures.

ARTICLE 3 - DEFINITION

- 3.01 Where the context of this Agreement requires, the masculine includes the feminine and the singular includes the plural.
- 3.02 For the purpose of this Agreement:
 - 3.02 a) "**Bargaining Unit**" means the bargaining unit recognized in accordance with Article 4.
 - 3.02 b) "**Classification**" is a specific bargaining unit position which exists within one of the three hotel departments.
 - 3.02 c) "**Common-law Spouse**" relationship is said to exist where, for a continuous period of at least one (1) year, an Employee has lived with a person of the opposite or same sex, publicly represented that person as

their spouse and lives and intends to continue to live with that person as if that person were their spouse.

- 3.02 d) **"Day of Rest"** means a calendar day in which the Employee is not ordinarily required to perform the duties of their position other than.
- (i) A designated holiday.
 - (ii) A calendar day on which the Employee is on a leave of absence.
- 3.02 e) **"Day"** means a working day unless otherwise noted in the agreement.
- 3.02 f) **"Departments"** include the following classifications:
- Front Office - includes Front Desk, Night Audit Employees and Guest Service Supervisor
 - Housekeeping - includes Room Attendants, Laundry Attendants, Houseperson, and Housekeeping Supervisor
 - Maintenance – Includes, Senior Labourers, Senior Maintenance Technician and Junior Maintenance Technician
- 3.02 g) **"Employee"** means any person employed to do work in a classification which falls within the bargaining unit.
- 3.02 h) **"Employer" or "Company"** means 2 Hill O'Chips St. John's Hospitality Inc.
- 3.02 i) * **"Full time Employee"** is a person who normally works twenty-four (24) hours or more per week. A full-time Employee will become a part-time Employee, after having worked less than a thousand hours, calculated from January 1st to December 31st, unless an Employee is on approved leave.
- 3.02 j) **"Holiday"** means the twenty-four (24) hour period commencing at 0001 hours on a calendar day designated as a Holiday.
- 3.02 k) **"Lay off"** is defined as the cessation of employment due to lack of work for a period of seven (7) consecutive days or more or the abolition of a classification. The Employee will maintain their recall rights subject to article fourteen (14) Layoff & Recall.
- 3.02 l) **"Leave of Absence"** means the absence from duty with the permission of the Employer.

3.02 m) **"Notice"** means notice in writing which is hand delivered or delivered by registered mail.

3.02 n) **"Overtime"** means work performed by an Employee in excess of eight (8) hours in a day or forty (40) hours in a week.

3.02 o) **"Part-time Employee"** is an Employee who has completed their probationary period and normally works less than twenty-four (24) hours per week. This designation does not preclude being scheduled for additional weekly hours. A part-time Employee may become a full-time Employee after having worked a

thousand (1,000) hours during the period, calculated from January 1st to December 31st.

It is understood that a part-time Employee who obtains full time status with regards to the present clause must make themselves available to work a regular week as stated in article 15.01a)

3.02 p) **"Probationary Employee"** means any Employee who has not completed their probationary period within the meaning of Article 11.01 of this collective agreement.

3.02 q) **"Appointment"** defined as the successful application for a classification on a job posting by an Employee of the bargaining unit.

3.02 r) **"Status"** A full time Employee who wishes to work less than twenty-four (24) hours per week must make their request in writing thirty (30) days in advance. It is understood that such Employee acquires the status of a part-time Employee as of that date

3.02 s) **"Schedule"** means in writing and posted in an accessible place to all Employees. Once posted the schedule will not be changed/modified without reasonable notice to the Employees affected and upon mutual agreement.

3.02 t) **"Seniority - Hotel"** is the length of service from an Employee's last date of hire with the Company in a bargaining unit position, and shall be recognized for vacation calculation and job postings/vacancies.

"Seniority - Departmental" is defined as the length of service for an Employee from their last date of hire within the department in a bargaining unit position and shall be applied for schedules of work within the Department..

- 3.02 u) **"Termination"** is defined as the final severance payment for an Employee as a result of dismissal for just cause and not reinstated.
- 3.02 v) **"Temporary Employee"** means a person who is employed on a full-time or part-time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work.
- 3.02 w) **"Temporary position"** is defined as a position that exists for a specific period and/or for the purpose of performing specific work.
- 3.02 x) **"Union"** means the Newfoundland & Labrador Association of Public & Private Employees with Headquarters in St. John's.
- 3.02 y) **"Vacancy"** means an opening which is either full-time or part-time.
- 3.02 z) **"Week"** means a period of seven (7) consecutive days starting at 00:01 hours Monday and ending 24:00 hours on the following Sunday.
- 3.02 aa) **"Year"** means a calendar year.
- 3.02 bb) **"Service"** means any period of employment, excluding overtime, either before or after the date of signing of this Agreement in respect of which an Employee is in receipt of salary or wages from the Employer.
- 3.02 cc) **"Advance notice"** is defined as the action of informing an Employee of a situation change as soon as the Employer is aware.

ARTICLE 4 - RECOGNITION

4.01 Recognition

The Company recognizes the Newfoundland & Labrador Association of Public & Private Employees as the sole and exclusive bargaining agent for all Employees, excluding the General Manager, Assistant Manager, Rooms Division Manager, Sales Manager, Sales Coordinator, Controller, Motor coach Coordinator, Head Housekeeper, and Management Trainee.

4.02 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Company or their representative which may conflict with the terms of this Agreement.

4.03 Discrimination

The Company agrees that there shall be no discrimination with respect to any Employee by reason of age, race, creed, sex, mental or physical disability or marital status, nor by reason of their union activity.

4.04 Shop Stewards

In the interest of maintaining a harmonious relationship between the Company, its Employees and the Union, the Union will supply the Company in writing with the names of two (2) Stewards plus two alternate or backup Stewards (to fill in when the regular Stewards are absent), who have completed their probationary period with the Company, who may be called in to deal with Company representatives on matters affecting the members of the bargaining unit.

4.05 Bulletin Boards

The Company shall provide bulletin board facilities for the exclusive use of the Union, for posting notices of Union activity. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. All notices must be signed by the proper officers of the Local Union. Such notices must be approved by the General Manager before posting. Such approval shall not be unreasonably withheld.

4.06 Employee Rights

Employees are encouraged to present their concerns to the Employer and are assured there will be no subsequent consequences.

4.07 Sexual Harassment and Personal Workplace Harassment

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

- (i) Which is likely to cause offence or humiliation to any Employee; or

- (ii) 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, promotion, or more favourable working conditions.

4.07 b) Every Employee of the Company in the bargaining unit or otherwise is entitled to employment free of sexual harassment.

- i) The Company shall make every reasonable effort to ensure that no Employee is subjected to sexual harassment.
- (ii) The Company will take appropriate disciplinary action against any Employee of the Company who subjects any other Employee to sexual harassment.
- (iii) The Company, the Union and the individual 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.

4.07 c) An alleged offender under this Article shall be entitled:

- (i) To be given notice of the substance of a grievance under this Article;
- (ii) 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

4.07 d) Personal Workplace Harassment

- (i) Any discriminatory behaviour 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.

- (ii) 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:

1. Prejudices the complainant's job security, or
2. Undermines an Employee's job performance, or
3. 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:

1. Unsolicited physical contact, pushing, grabbing, or other touching;
2. 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;
3. Persistent sexual or unfriendly propositions;
4. 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 they are the victim of harassment that Employee shall:

1. Document the particulars of the offensive acts;
2. Advise the alleged offender(s) that the acts complained of are not welcome; and

3. Consider how the complaint may be proven by other evidence, including the testimony of others.

- (iii) 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 Employer will discuss the findings with the complainant and the alleged harasser.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any Employee who believes that they have 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.

- (iv) An accusation found to be intentionally false may result in discipline up to and including discharge of the accuser.

- 4.08 a) Employees shall have the right to have the assistance of a representative of the Union on all matters relating to the Employer/Employee relationship. Employees shall be advised prior to a meeting by the Employer that the Employee has the right to a Shop Steward or Union representative.

ARTICLE 5 - UNION SECURITY

- 5.01 a) All Employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment, as of the date of ratification of this agreement. Any new Employees within the scope of the bargaining unit shall as a condition of employment become members in good standing on completion of their probationary period. Only members in good standing of the Union shall be employed in all

departments and operations of the Company save and except those excluded in Clause 4.01.

- 5.01 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 Company, in writing, the reasons for such action.
- 5.01 c) No Employee will be dismissed from the Company for the sole reason, that the Union has refused or deferred their membership in the Union.
- 5.02 Upon employment, an Employee will be provided with information concerning:
 - 5.02 a) Starting salary and classification;
 - 5.02 b) Duties and responsibilities related to their classification.
- 5.03 The Union agrees that there will be no union activity on the Company's premises without the authorization of the General Manager or their designate.
- 5.04 a) Meetings may be scheduled between the parties to discuss other matters of mutual interest. These meetings may be arranged at a mutually convenient time with reasonable advance notice.
- 5.04 b) The Union agent may service grievances with an individual Employee who so requests. The General Manager must first release such Employee. Such release will not be unreasonably denied
- 5.04 c) The Union agent will be required to provide the General Manager with reasonable notice of their intention to visit the Hotel and inform the General Manager of their arrival. It is understood that the servicing of such grievances shall be done at a mutually convenient time agreed by the Union Agent and General Manager.
- 5.05 The work which is normally performed by the bargaining unit will not be performed by Employees outside of the bargaining unit except in the following cases:
 - (a) Training of Employees if no reduction in Employee hours occur
 - (b) Unforeseen absence of an Employee
 - (c) In cases of testing in order to establish standards

- (d) When there is an insufficient number of immediately qualified Employees easily accessible on the company's premises
- (e) Investigation of problems (trouble shooting)
- (f) Maintenance work requiring special skills
- (g) Work which must be executed within a limited period of time in order to respond to client needs.

5.06 The Employer will introduce the Employee to the Union president or her replacement as soon as possible.

ARTICLE 6 - CHECKOFF

6.01 The Employer withholds from each Employee's wages the amount of the Union dues charged by the Union and remits to the NAPE business office, within fifteen (15) days following the end of each month the Union dues so withheld during the past month accompanied by a list of Employees showing:

- (i) The contributions of each Employee;
- (ii) The Employee's full name, job title and social insurance number;
- (iii) All changes from the previous list.

6.02 The Company 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 T-4 statement.

6.03 a) The Union shall indemnify and save harmless the Company, including its agents, and Employees acting on behalf of the Company from any liability including any and all claims, demands, actions, or cause of action arising out of or in any way connected with the deduction, collection, or attempted collection, accounting, or remittance of such dues or initiation fees.

6.03 b) Any changes in the amount of regular monthly dues will be confirmed to the Company by the Union in writing. Such changes in the amount of Union dues shall become effective not earlier than the commencement of the second month following the month in which confirmation was received.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager and the President of the Union.

- 7.02 The Union shall advise the Company (General Manager) in writing of the names, addresses and phone numbers of the negotiating Committee members.
- 7.03 A bargaining unit Employee must provide accurate contact information to the Company. Notification of any change must be in writing. Failing that, the Company will not be responsible for its inability to contact an Employee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

- 8.02 a) An Employee, who still has a complaint after discussions with Management and wishes to file a grievance, may do so by referring the matter to their Steward. They will submit the **written grievance**, signed by the Employee or Steward to the General Manager or their replacement within five (5) working days from receipt of Management's verbal reply.

A Union Steward may accompany the griever if the griever so requests. Upon the conclusion of any such meeting, the griever, the Union Steward, if in attendance, shall return to work immediately, it being understood that no Employee shall suffer loss of earnings in respect to any such meeting held during work hours.

The nature of the grievance, section(s) of the Agreement which were alleged to have been violated, and the remedy sought shall be clearly set out in the grievance. The General Manager or their replacement will render a decision in writing within five (5) working days following the day on which the grievance was submitted

Prior to proceeding to the procedure in 8.03, either party may opt to refer the grievance to the Department of Labour, Prevention Mediation Services. Referral must occur within ten (10) working days of either:

- (i) The delivery of the Step 2 written decision,
- Or
- (II) Following the Step 2 meeting, whichever occurs last?

- 8.02 b) Prior to applying article 8.03, either party may opt to refer the grievance to the Department of Labour, Prevention Mediation Services. Referral must occur within ten (10) working days from the written response to the grievance.
- 8.03 Failing settlement under the foregoing Grievance Procedure (8.02) the grievance may be submitted to arbitration, as set forth in paragraph 9.01. If no written referral for arbitration is received within ten (10) working days after the General Manager's written decision in 8.02a) or the unsuccessful conclusion of mediation services under article 8.02b) whichever occurs last, it shall be deemed to have been settled and not eligible for arbitration.
- 8.04 All time limits fixed in Article 8 are mandatory and may be extended by written mutual consent of the parties to this Agreement. A request for a time extension will not be unreasonably withheld by the other party, provided such request is made prior to the date the time limit for which the extension is being sought, has run out. Any grievance not submitted within the time limits nor advanced by the grieving party shall be deemed to have been abandoned. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the griever shall be entitled to submit a grievance to the next step of the Grievance Procedure or to Arbitration.
- 8.05 Policy Grievance
- Where a dispute occurs involving a question of general application or interpretation, the Union shall submit a grievance directly to the General Manager and follow the grievance steps as set out in article 8.02 and 8.03.
- 8.06 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 redress with the Employer in the manner provided for in the Grievance Procedure.
- 8.07 Saturday, Sunday and observed Holidays shall not count as "working days" as referred to in Article 3.02 (e).
- 8.08 In Writing
- Grievances and replies to grievances stating reasons shall be in writing at all stages.

8.09 a) Employers' grievance

An Employer's grievance is submitted to the Union executive committee within fifteen (15) calendar days of the date on which the incident occurred or the date of its awareness. If the matter is not settled between the parties, the Employer may submit the grievance to arbitration in accordance with the provisions of article 9.01.

8.09 b) Prior to applying article 8.11c), either party may opt to refer the grievance to the Department of Labour, Prevention Mediation Services within ten (10) working days of the Employer's receipt of the Union's written decision.

8.09 c) Failing settlement under the foregoing Grievance Procedure (8.11a) & (8.11b) either party may submit the grievance to arbitration, as set forth in clause 9.01. If no written request for arbitration is received within ten (10) working days after the written response from the Union or the end of Mediation Services, whichever occurs last, the grievance shall be settled and not eligible for arbitration.

ARTICLE 9 - ARBITRATION

9.01 If the Company or the Union request that a grievance as above provided be submitted to arbitration, they shall make a request, in writing, addressed to the other party to this agreement.

All grievances referred to Arbitration shall be submitted to a single arbitrator. The Company and the Union will attempt to select the arbitrator by agreement within thirty (30) days of the notice from the listing provided by the Department of Labour.

The party giving notice shall include the names of at least three (3) persons for consideration as the Arbitrator. An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as Arbitrator.

In the event of default by either party in agreeing on the nomination of the arbitrator, one party may apply to the Minister of Labour or the Province of Newfoundland who shall have the power to effect such appointment.

9.02 Conflict of Interest

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle a grievance.

9.03 a) An Arbitrator shall not have jurisdiction to amend or to add to the provisions of this Agreement, or to substitute any new provision in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement.

9.03 b) In the event that a grievance is submitted to arbitration on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

9.04 Each of the parties hereto will share equally the fee and expense of the Arbitrator.

9.05 The Arbitrator's decision shall be binding on the parties to this Agreement and any Employee involved.

9.06 The Arbitrator shall have access to the Employer's premises to view working conditions, equipment, and machinery of operations which may be relevant to the resolution of a grievance. The Arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representations.

ARTICLE 10 - LABOUR RELATIONS COMMITTEE

10.01 a) A Labour Relations Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

10.01 b) The Company shall be represented by the Director of Human Resources or any other person authorised by them and the General Manager of the Hotel. The Union shall appoint two (2) representatives and notify the Company of said representatives.

10.02 Function of Committee

The Committee shall concern itself with the following general matters:
Promoting safety, sanitary practices; reviewing matters related to working conditions and of general interest.

ARTICLE 11 - PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE11.01 a) * Probationary Period

The probationary period shall be seventy-five (75) shifts worked effective the date of the signing of this collective agreement.

11.01 b) Part-time Employees who apply for and receive a full-time position within the same classification shall not be required to work a second probationary period.

11.01 c) During probation, an Employee will not have recourse to Article 8 "Grievance Procedure" and Article 9 "Arbitration Procedure" in the case of termination.

11.02 Discharge Procedure

Any Employee who claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any Employee who is disciplined, discharged or suspended shall be provided with written notification within seven (7) days of the incident. Such written notification shall state the reason for discipline, discharge or suspension. If this procedure is not followed, the discipline shall be null and void.

11.03 Subject to the provisions set out below, a claim by an Employee who has successfully completed their probationary period that has been disciplined or discharged without just cause may be a subject of a grievance and dealt with as provided hereinafter.

11.04 If an Employee who has completed their probationary period considers they have been discharged without reason, they may submit a grievance in writing under Article 8.02, within three (3) working days following their discharge. The termination or discharge of a probationary Employee shall not be the subject of a grievance and such termination or discharge shall be deemed to be for just cause.

11.05 Grievance Procedure

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 8, Grievance Procedure.

- 11.06 An Employee shall have the right to view their personnel file at a mutually agreed time. If requested with two (2) days notice to the General Manager, the Union Steward may be present for the meeting.
- 11.07 a) Where the Employer wishes to notify an Employee in writing with respect to performance deficiencies, such notice must be provided within ten (10) days of the occurrence giving rise to the situation and must be signed off by the Employee involved.
- 11.07 b) Should it become necessary to officially warn an Employee, that failure to improve their performance may result in disciplinary action being taken, the Employee shall have the option to have their Shop Steward present at such meeting with management. A copy of such notice shall be issued to the Employee's Shop Steward on the same date it is issued to the Employee.
- 11.07 c) If an Employee is to be suspended or discharged, they shall have a Shop Steward present. The reasons for such a suspension or discharge shall be confirmed in writing to the Employee with a copy of such notice issued to the Shop Steward on the same date it is given to the Employee.
- 11.08 a) Any Employee who is subjected to a disciplinary measure whether verbal or written must be informed of their right to Union representation and it will be at their discretion if they request the attendance of a Union Representative.
- 11.08 b) Any disciplinary action imposed more than nine (9) months earlier or any suspension imposed more than twelve (12) months earlier may not be used for the purpose of further discipline if there is no similar offence during that period. However, if a similar offence occurs, the first offence and the ensuing offences will remain in force for a further nine (9) or twelve (12) month period respectively. The Employee is responsible for ensuring that the respective documentation is removed.

ARTICLE 12 - SENIORITY

12.01 a) Seniority List

The Company shall maintain a seniority list indicating the classification and the date of hire. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board January of each year. The Union can contest the new list within thirty (30) days of its being posted.

12.01 b) Accumulation of Seniority Other Than for Time Actually Worked

Employees shall accumulate seniority in the following cases:

- (i) Annual Leave
- (ii) Authorized Sick Leave with pay
- (iii) Authorized Sick Leave without pay
- (iv) Maternity Leave
- (v) Workers' Compensation

12.02 Start Date for Newly Hired Employees

Effective September 18th, 1995, in the event that more than one (1) Employee is hired on the same day, their seniority will be determined by a draw in the presence of the Union representative.

12.03 Loss of Seniority

An Employee shall lose their seniority rights and their employment in the event:

- (i) They are discharged for just cause and is not re-instated;
- (ii) They resign in writing;
- (iii) They are absent from work in excess of three (3) working days without the approval of the Hotel General Manager or without sufficient cause;
- (iv) They fail to return to work within five (5) working days following layoff and after being notified by registered mail to the address on file with the company. It shall be the responsibility of the Employee to keep the General Manager informed, in writing, of their current address. Upon receipt of notice of recall, the Employee shall, within five (5) working days, notify the General Manager whether or not they will return to work;
- (v) They are laid off or on a leave without pay for a period equal to their length of seniority, up to a maximum of eighteen (18) months.

12.04 For the purpose of applying this collective agreement, the parties agree that an Employee with full time status has preference over an Employee with part-time status.

12.05 An Employee may request in writing a verification of their time worked in order to obtain their full time-status. The Employer shall provide the information requested in writing within five (5) working days.

- 12.06 An Employee, who has exhausted their sick leave and who fails to be available for work when called in on more than two (2) occasions within a twelve (12) month period, shall go to the bottom of the departmental seniority list unless they can offer a valid reason with proof This clause does not apply to Employees who are being offered overtime shifts.

ARTICLE 13 - APPOINTMENTS AND STAFF CHANGES

13.01 Job Posting

When a vacancy occurs inside the bargaining unit, that Management wishes to fill, the latter shall post a notice of the position in accessible places on the Company's premises for a period of not less than seven (7) days.

13.02 Information on Job Posting

Each job posting shall show, job title, rate of pay, required knowledge and testing involved, education, skills and effective date.

All job Postings shall state that this function is open to male and female applicants.

13.03 Notification of Appointment

The Employer shall post on the Bulletin Board the name of the successful applicant within seven (7) working days of the date of appointment to a vacant position.

13.04 Changes in Pay on Promotion

Changes in pay rates, as a result of a change in appointment, shall be effective on the date of the appointment.

- 13.05 Where a job vacancy occurs in the Bargaining Unit that Management wishes to fill, or a new job is created, Employees who apply for the position shall be given preference on a hotel seniority basis provided that their aptitudes and qualifications meet the requirements for the position.

- 13.06 The Employee whose above-mentioned application has been selected is entitled to a training period up to a maximum of fifteen (15) working days for Front Office positions however ten (10) working days for all other positions, after which, if they cannot perform adequately, will be returned to their previous position.

- 13.07 Upon request, an unsuccessful applicant for a job vacancy will be informed in writing why they were unsuccessful within five (5) days of the Employer receiving the request.

ARTICLE 14 - LAYOFF AND RECALL

14.01 Role of Seniority in Layoffs

All layoffs shall be given in reverse order of seniority in the classification within the affected department. In the event of a layoff, an Employee shall have the right to bump a less senior Employee within their department providing they are qualified to perform the work. Bumping will apply in the following order:

- (i) Temporary
- (ii) Part-time
- (iii) Full time

14.02 Recall Procedure

An Employee shall be recalled in order of seniority within their Department provided that the Employee being recalled is qualified to perform the work required in the following order:

- (i) Full-time
- (ii) Part-time
- (iv) Temporary

ARTICLE 15 - HOURS OF WORK AND WORK SCHEDULE

15.01 a) Regular Work Week

The normal work week for full time Employees shall be five (5) working days consisting of forty (40) hours per week and the normal work day shall be eight (8) hours.

- 15.01 b) This section is intended to define the normal hours of work for Employees but shall not be construed as a guarantee of hours of work per day or per week.

- 15.01 c) In the event that the full time Employee(s) scheduled hours are reduced due to lack of work, the Employee(s) shall be rescheduled as follows:

The Employee(s) will be required to work additional shifts within the work week on a seniority basis using the right of first refusal. If there are no Employees willing to accept the additional shifts, then Employee(s) will be required to accept their additional shifts in a reverse order of seniority (junior to senior).

- 15.02 a) Rest Periods

Employees (excluding front desk and night audit) working on a regular shift shall have an unpaid meal period of one-half (1/2) hour duration as near to mid shift as possible.

- 15.02 b) They will also be allowed a fifteen (15) minute rest period during each half shift of four (4) hours duration. The rest periods will be paid for by the Company and must be taken in the Staff Room. The General Manager will schedule rest periods, and, where possible, will be scheduled close to the mid point of each half shift.

- 15.02 c) Rest periods shall commence when the Employee enters the lunch room and ends upon leaving same.

- 15.03 a) Schedules of Work

Work Schedules shall be posted on the Staff Room bulletin board by 4:00 p.m. on Friday of every second week. These work schedules shall not be changed without reasonable notice to those Employees affected unless mutually agreed upon. As referenced in Article 3.02 (s).

- 15.03 b) Preference for shifts shall be given to Employees in accordance with their seniority.

- 15.03 c) There shall be no split shifts except where the Employer and the Employee mutually agree.

- 15.03 d) Weekend scheduling will be done on a seniority basis.

- 15.03 e) The Company agrees to always have a minimum of two Employees working in the Hotel.

- 15.03 f) Where practicable to do so, in the event of the House person's absence from work, the Company will offer the House person's duties to the senior

Employee who is capable and qualified to perform the work and who is at work on the shift in question.

- 15.03 g) * In the housekeeping department, Employees can be required to clean up to 14 rooms per day. Rooms 324, 521 and 524 may be considered a room and a half. However, this in no way guarantees a number of working hours per day.

When a room is done and a guest has checked out or transfers to another room, the room attendant will not be responsible for doing the room a second time in one day.

- 15.03 h) * In the Laundry Department a full eight (8) hour day will equal eighty (80) rooms. Once there is a requirement to clean more laundry, help will be given at a rate of one (1) hour per ten (10) additional rooms. If a room attendant has to be reassigned to laundry this shall be offered based on seniority basis and mutually agreeable. If not mutually agreeable, the Employer shall assign the least senior Employee.

15.04 Days Off

Management will do its best to arrange work schedules so that Employees may have two (2) consecutive days off each week subject to the work load demand and availability of personnel, and such practice will be adhered to whenever possible.

15.05 a) Call-In

When an Employee is scheduled to work or called in to work and does work they will be guaranteed a minimum of four (4) hours work or pay in lieu thereof.

Notwithstanding the above, when an Employee is required by the Company to attend a one (1) hour staff meeting on their scheduled day off, the Employee will receive two (2) hours pay at their straight time hourly rate to attend the one (1) hour meeting. If the said meeting goes beyond the one (1) hour, Employees in attendance will be paid an additional two (2) hours pay at their straight time hourly rate.

- 15.05 b) Employees who are called in to perform their regular work and are temporarily assigned by the Company to a lower-rated job classification shall maintain their regular rate of pay during such assignment. In the event such Employee is temporarily assigned by the Company to a higher-

rated job classification for a period in excess of one (1) hour they shall receive the rate of the classification to which they were assigned.

- 15.05 c) A full-time Employee required to work their regularly assigned days off, shall receive overtime pay at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked.
- 15.05 d) A time frame for call-ins will be, if not called in by 9:30a.m. on weekdays and 10:30a.m. on weekends, Employees will not be expected to wait by the phone longer than the initial hour.
- 15.06 In cases where the Employee's work schedule is changed, the Employer will give the Employee as much notice as possible before the Employee reports to work.
- 15.07 Except by mutual agreement between the Employer and the Employee concerned time off between shifts will be eight (8) hours.
- 15.08 An Employee is not required to work more than a fair eight (8) hour work day unless mutually agreeable.
- 15.09 * In accordance with Article 12 – Seniority and Article 14 – Lay-off and Recall, a more senior Employee may bump a less senior Employee in an effort to obtain full-time hours provided that they are qualified and have the knowledge, skills and abilities to perform the duties of the position. The Employee will be paid the rate of pay for the position that they bump.

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.

ARTICLE 16 - OVERTIME

- 16.01 a) Authorized overtime performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one half the Employee's straight time basic hourly rate.
- 16.01 b) The Company may request Employees to work reasonable amounts of overtime and the Employee will attempt to cooperate if given reasonable advance notice as to make themselves available.

- 16.02 a) Overtime of four (4) hours or less is offered to the Employees on duty, in order of seniority in the job classification in which overtime is necessary. Should the Employer be unable to obtain enough personnel to perform the required work, the Employer may assign the necessary Employee(s) in reverse order of seniority amongst the Employees in the classification who are on the work premises.
- 16.02 b) Overtime of more than four (4) hours shall be offered to the Employees who are not on the premises. This overtime shall be on the basis of seniority with a rotation through available, qualified Employees. Should the Employer make a mistake in assigning an Employee, their actions will result in the aggrieved Employee being offered the next available overtime shift.
- 16.03 An Employee who is required to work overtime will be given preference for the work area in order of seniority within their classification.

ARTICLE 17 - HOLIDAY PRIVILEGES

- 17.01 a) * The holidays observed by this Agreement are:

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

AND any other day declared by the Provincial Government.

- 17.01 b) An Employee can work the holiday and accumulate "Lieu time" according to the number of hours worked that day at their regular rate as referred to in 17:01a). These days/time must be redeemed no later than the last full pay period in December of the reference year.

The application of this paragraph is contingent upon:

- (i) The Employee informing the General Manager one (1) month in advance of the Holiday of their intention to work that holiday.

- (ii) If an Employee resigns or is terminated, all moneys accumulated in their "Lieu days" account will be paid to them.
- (iii) The choice of "Lieu days" for each Employee is subject to the Company's staff requirements and must be approved by the Company. If more than one Employee chooses the same lieu day period and if the Company deems it necessary to limit the number of Employees that may be off at any particular time, seniority will determine the Employee that will be granted that particular time off.
- (iv) An Employee required to work on a "Lieu day" will be paid according to article 17.02. In addition they will receive their regular hourly rate multiplied by the number of hours worked on that day.

17.02 A full-time Employee will receive holiday pay provided they are not absent from work for more than five (5) scheduled work days in the month preceding the Holiday, for reasons other than scheduled days off and vacation. In addition, they must work their scheduled day immediately preceding and following the Holiday unless authorized by the Company. The Holiday pay will be calculated by multiplying their regular hourly rate, times their regular daily hours.

17.03 a) An Employee who is required to work on a holiday will receive one and one-half (1 1/2) their regular hourly rate of pay for all hours worked.

17.03 b) An Employee who is scheduled to work on a Holiday but fails to report, will not be entitled to Holiday pay.

17.04 Part-time Employees shall receive for those days under the "Shops Closing Act" (marked with an asterisk) a full day's wage.

For the remaining holidays, the percentage of pay will be calculated based upon the number of days worked by the part-time Employee in the four (4) weeks prior to the stat holiday. Each day worked represents 1/20th of the stat holiday.

ARTICLE 18 - VACATION PRIVILEGES

18.01 The Company recognizes the need for rest and recreation on the part of Employees and has, therefore, provided the following Vacation Plan.

- 18.01 a) All Employees are entitled to an annual vacation, whose length and payment are determined by the number of years of continuous service as at December 31st of the preceding year.
- 18.01 b) An Employee who has completed less than one (1) year of continuous service with the Employer, shall receive a vacation calculated on the basis of one (1) day per each month of completed service up to a maximum of ten (10) days, paid at the rate of four percent (4%) of their salary earned during the reference year.
- 18.01 c) An Employee who has completed one (1) year of continuous service is entitled to two (2) weeks' annual vacation paid at the rate of four percent (4%) of their salary earned during the reference year.
- 18.01 d) An Employee who has completed five (5) years of continuous service, is entitled to three (3) weeks' annual vacation paid at the rate of six percent (6%) of their salary earned during the reference year.
- 18.01 e) An Employee who has completed ten (10) years of continuous service, is entitled to four (4) weeks' annual vacation paid at the rate of eight percent (8%) of their salary earned during the reference year.
- 18.01 f) An Employee who has completed fifteen (15) years of continuous service, is entitled to five (5) weeks' annual vacation paid at the rate of ten percent (10%) of their salary earned during the reference year.
- 18.01 g) An Employee, who has completed twenty (20) years of continuous service, is entitled to six (6) weeks annual vacation paid at the rate of twelve percent (12%) of their salary earned during the reference year.

18.02	<u>Vacation Entitlement</u>	<u>Years of Company Service</u>
	0 to 10 days	less than one year
	2 weeks	1 year but less than 5 years
	3 weeks	5 years but less than 10 years
	4 weeks	10 years but less than 15 years
	5 weeks	15 years but less than 20 years
	6 weeks	20 years or more

18.03 The reference year corresponds to the calendar year, which is from January 1st through December 31st.

18.04 a) Since vacations are a period of change and rest for the general good of Employees, full time Employees may not elect to receive pay in lieu of

vacation. The minimum amount requested must be the equivalent of forty (40) hours' pay in the aggregate for the year. So Employees may request one (1) day annual leave at a time if they so choose. Vacations must be taken during the twelve (12) months that follow the end of the reference year and will not be accumulated from one year to the next.

18.04 b) Part-time Employees may request vacation pay in lieu of vacation. The minimum amount requested must be the equivalent of forty (40) hours' pay. Any outstanding balance will be paid to the part-time Employee in December of the appropriate reference year.

18.05 An Employee who does not submit their choice of vacation periods within the required time frame or who must delay or modify their choice of vacation period will not be able to use their seniority to bump the vacation period of another Employee.

18.06 The choices of vacation periods are determined twice a year:

For the months of May, June, July, August, September and October the Employer will post a choice of vacation form by the 15th of March, for a period of thirty (30) days. The final vacation schedule shall be posted by the 1st of May. Employees choosing their vacation(s) during this period can have a maximum of four (4) consecutive weeks.

For the months of November, December, January, February, March and April, the Employer will post a choice of vacation form by the 15th of September, for a period of thirty (30) days. The final vacation form is posted by the 1st of November. Employees choosing their vacation(s) during this period can have a maximum of five (5) consecutive weeks.

18.07 a) The choice of vacation period(s) for each Employee shall be subject to the Company's staff requirements and will be approved by the Company. If more than one (1) Employee per department, three (3) in housekeeping, choose the same vacation periods and if the Company deems it necessary to limit the number of Employees that may be on vacation at any particular time, seniority will determine the Employee that will be granted that particular time off for vacation.

18.07 b) Vacation pay shall be paid out in accordance with the usual payroll practices of the Company at the time an Employee takes vacation.

18.08 In the event of conflict, vacation leave requests will have preference over lieu days.

- 18.09 Once vacation time has been requested and approved any additional vacation must be approved by management.

ARTICLE 19 - SICK LEAVE/PERSONAL LEAVE

- 19.01 Every January 1st, the Employer shall credit the Employee's sick leave/personal leave bank with the sick leave/personal leave they earned the previous year. Full-time Employees earn sick leave/personal leave at a rate of 0.583 per one (1) month worked and part-time Employees earn sick leave/personal leave at the rate of 0.66 per two (2) months worked. For the purposes of this article a month worked means a month during which the Employee works a minimum of eight (8) days. Ultimately, the Employer feels that the Employees should avail of these days as they need them.
- 19.02 A full-time or part-time Employee who uses their sick leave/personal leave days shall receive, for each day absent, a payment equivalent to the regular wages, which they would have earned if they had worked on that day according to their work schedule.
- 19.03 In the case of absence for sickness, the Employee must advise the Manager or any other person authorised for this purpose as soon as the first day of their absence and before the beginning of their work schedule, unless they are physically unable to do so.
- 19.04 For any sick leave/personal leave absence of three (3) consecutive days or more or for any sick leave/personal leave absence of eight (8) individual days or more the Company may require the Employee to have their physician complete the Medical Certificate Information sheet provided by the Company.
- 19.05 Employees are not entitled to take sick leave/personal leave credits while on vacation. Sick leave/personal leave credits will not be paid for any illness or accident which is compensated under provincial laws, such as Worker's Compensation.
- 19.06 a) The unused balance of the sick leave/personal leave credits as of December 31st of each year shall be paid to every eligible full-time or part-time Employee in the last pay period of the year.
- 19.06 b) An Employee who leaves the Company and has worked less than six continuous months will not be entitled to the payment for accumulated sick leave/personal leave.

- 19.07 Employees absent from work in excess of ten (10) days due to medical reasons, are required to provide their Supervisor with written notice of their intention to return forty-eight (48) hours in advance.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Leave of Absence – General

The Company, in its sole discretion, may grant a leave of absence without pay for a legitimate personal reason on one month advance notice to the General Manager, clearly stating the reason(s) for the request and the proposed duration. A response shall be given at least two (2) weeks in advance of time requested. Such advanced written request may be waived in the case of emergencies.

20.02 a) Leave of Absence – Union

Upon written request by the Union to the General Manager and subject to the requirements of the business, the Company may grant a leave of absence without pay, up to a limit of thirty (30) working days per year accumulated for the entire bargaining unit, to an Employee who has completed their probationary period in accordance with Article 11.01 of this Agreement, for the purpose of attending a Union convention or conference. Such a leave should be addressed to the General Manager two (2) weeks prior to such leave and indicate the purpose and duration of the leave.

- 20.02 b) In the case of a leave of absence without pay, the Employer continues paying the Employee their full wages including Employee benefits and making the proper income deductions during the leave. The Employer then sends to the Union an invoice representing one hundred and thirty-five percent (135%) of the Employee's regular wages paid to the Employee for that period. The Union reimburses the Employer within fifteen (15) days of the receipt of the invoice by the Union.

20.03 Leave of Absence – Bereavement

The Company will grant a leave of absence with pay for bereavement purposes to regular Employees, as follows.

- 20.03 a) In the event of the death of an Employee's spouse (includes legal common-law and same sex spouse), son, daughter, father, mother,

brother, sister, mother-in-law, father-in-law, grandchild or stepchild. Payment will be made up to a maximum of five (5) days from the date of death through to the day including the funeral. Employees shall be granted an extra day of paid bereavement leave if they travel one (1) way in excess of 500 kilometres in order to attend the funeral of any of the relatives outlined in 20.03 (a).

- 20.03 b) In the event of the death of an Employee's step-parent, grandparent, brother-in-law or sister-in-law, payment will be made for three (3) days off. Payment will be made for the time lost from work but shall not exceed three (3) days' pay. Employees shall be granted an extra day of paid bereavement leave if they travel one (1) way in excess of 500 kilometres in order to attend the funeral of any of the relatives outlined in 20.03(b).
- 20.03 c) Except in exceptional circumstances, the days granted to an Employee in accordance with 20.03 a & b above shall commence on the day immediately following the date of death. The Employer shall not be required to pay bereavement leave on days where the Employee is on vacation, absent from work due to illness, accident, leave of absence or on an Employee's scheduled days off.
- 20.03 d) If requested by the Company, the Employee will furnish satisfactory proof of death.

20.04 a) Maternity Leave

An Employee may request maternity 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.

- 20.04 b) An Employee is entitled to a maximum of fifty-two (52) weeks leave under this clause. However, the Employer may grant leave without pay when the Employee is unable to return to duty after the expiration of this leave.
- 20.04 c) An Employee may return to duty after giving the General Manager or his replacement a minimum of four (4) weeks' notice of their intention to do so.
- 20.04 d) An Employee shall resume their former position and conditions of employment.
- 20.04 e) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.

- 20.04 f) Employees on leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums to a maximum of fifty-two (52) weeks. Where the Employee opts to continue to pay premiums, the Employer will also pay its share of the premiums. The Employer must receive the Employee's portion of payments by the 1st of the month or insurance coverage will be cancelled.
- 20.04 g) An Employee returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified Employees in her work area are available.
- 20.05 Jury Duty
- When an Employee is called for Jury Duty, the Company will pay the amount of pay they receive for serving on the Jury and the straight time earnings that they would normally have received for their scheduled hours if they had not been required to serve on the Jury, subject to the following:
- 20.05 a) The maximum make-up hours of pay shall not exceed eight (8) daily hours or forty (40) weekly hours for the time an Employee will be absent for Jury Duty.
- 20.05 b) When an Employee is not picked to serve on a Jury and is dismissed by the Court for the remainder of the day, provided there are more than two (2) hours that could be worked by the Employee, the Employee shall report to work immediately after being dismissed and work the remaining hours as shown on their weekly Work Schedule.
- 20.05 c) The Employee provides the Company with a certificate from the Court stating:
- (i) the dates required to report for Jury Duty,
 - (ii) starting and finishing times
 - (iii) and the amount of Jury Duty pay that has or will be paid to them.
- 20.06 The Company may deny a leave of absence to accommodate the serving of a jail term, or other period of incarceration. The Company may approve leave for an Employee to participate in their defense in a court of law.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

- 21.01 Each Employee shall be provided with an itemised statement of their wages, overtime and other supplementary pay and deductions.
- 21.02 * Wages shall be paid every second Thursday by depositing same in the bank account of the Employee's choice.

ARTICLE 22 - STRIKES AND LOCKOUTS**22.01 No Strike - No Lockout**

The Company agrees that it will not cause or direct any lockout of its Employees and the Union agrees while the Collective Agreement is in force that it will not cause or direct any strike or slow-down against the Company.

- 22.02 The definitions of the terms "lockout" and "strike" as used in Section 22.01 above shall be in accordance with the Newfoundland and Labrador Labour Relations Act.

ARTICLE 23 - TERMINATION OF EMPLOYMENT

- 23.01 Employees shall give the Employer two (2) weeks' notice of their intention to terminate their employment.
- 23.02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 23.03 The period of notice may be reduced or eliminated by mutual agreement.
- 23.04 Upon termination of service an Employee shall receive pay for all their earned current and accrued annual leave not taken by them prior to the date of termination of their service provided, however, that any indebtedness to the Employer may be deducted from such payment within five (5) days of termination.
- 23.05 All Employees who quit the service of the Company shall sign a "resignation" form in order that all Governmental forms and in-house files can be completed.

ARTICLE 24 - UNIFORMS AND PROTECTIVE CLOTHING

24.01 a) Upon hire and every two years thereafter, the Company will provide each Employee with:

Housekeeping Employees & House person:

Three (3) new tops, two (2) new long pants.

Laundry Employees:

Two (2) new uniforms.

Maintenance Employees:

Three (3) new Polo shirts and two (2) pairs of pants.

Front Desk Employees:

Two (2) new long pants, two (2) new long sleeve shirts, two (2) new short sleeve shirts and one (1) new blazer.

Company policy is that name tags are considered an integral part of an Employee's uniform and these must be worn at all times.

When the Employer and the housekeeper agree that their uniform has to be replaced, the replacement should occur within thirty (30) days.

24.01 b) The Employees must wear their uniforms at all times while on duty. The Employees will be responsible to regularly launder their uniforms and keep them neatly pressed. On termination of employment, the uniforms must be returned to the Company; otherwise the cost of the uniforms will be deducted from the Employee's last pay cheque.

*The Company will be responsible for the dry cleaning of Front Desk uniforms (maximum one (1) uniform per week) which cannot be laundered (e.g. pants and blazers).

Should an Employee feel the need for uniform replacement before the time required by this agreement, they may present the Employer with said uniform for consideration for replacement.

- 24.02 Employees will maintain clothing issued in good condition save for normal wear and tear.
- 24.03 a) Upon presentation of the receipt, the Employer will reimburse the Employees up to a maximum of one hundred and fifty dollars (\$150.00) before taxes, per pair of boots (CSA) approved during the term of the contract as follows:
- Full-time maintenance Employee – 2 pairs
 - Part-time maintenance Employee – 1 pair
 - Full-time Houseperson – 2 pairs
 - Part-time Houseperson – 1 pair
- Employees must return their old boots with their receipt.
- 24.03 b) Any footwear or uniform(s) for which the Employer either totally or partially pays for must be worn on property at all times
- 24.03 c) The Company shall supply appropriate clothing for Maintenance personnel/ house person for outside work (i.e. coveralls, rainwear, etc.)
- 24.04 The Company will provide any specialized tools required for maintenance purposes.
- 24.05 The Employer will provide summer uniforms for all departments and will replace them on a regular basis in accordance with articles 24.01 (a) and 24.03.
- 24.06 The Employer will provide the Housekeeping Supervisor with two (2) uniforms and will replace them on an as need basis. The incumbent will be responsible for laundering the uniforms.
- 24.07 Upon presentation of receipt and with the companies' prior approval the company will reimburse an Employee for any specific uniform part bought by the Employee.

ARTICLE 25 - AMENDMENT BY MUTUAL CONSENT

25.01 Mutually Agreed Changes

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 and be subject to the Grievance and Arbitration Procedure.

ARTICLE 26 - SALARIES

- 26.01 The salaries set out in Schedule "A" will become effective on the dates described in that Schedule.
- 26.02 * Employees who are required to train newly hired staff will receive an additional one (\$1.00) dollar per hour over and above their hourly wage rate. In addition, the room allocation during the training period will be no more than fourteen (14) rooms.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

- 27.01 The Company and the Union agree to establish a joint Health and Safety Committee comprising of two (2) representatives of the Union and two (2) representatives of the Company. Such committee to operate in accordance with the Occupational Health and Safety Act of the Province of Newfoundland and Labrador and the Early and Safe Return to Work provisions of the Newfoundland and Labrador Workplace Health, Safety and Compensation Act
- 27.02 Adequate rest room shall be provided, heated and maintained in a sanitary condition. Employees shall cooperate with the Company in maintaining the rest rooms in a clean and sanitary condition.
- 27.03 Where a bargaining unit Employee sustains an injury at or arising from their employment with the Company and such Employee has been granted WCB benefits, which have not been appealed by the Company, the Company agrees to meet, upon request, with the Union, in an effort to discuss the possibility of the Employee returning to work on some form of modified work arrangement, having regard for the Employee's medical restrictions.
- 27.04 An Employee who suffers any injury while at work shall report to their supervisor and, when necessary, will be allowed reasonable time to receive medical treatment with no loss of pay during their regular working hours on that day, if such injury is work related.
- 27.05 The Employer shall maintain adequately stocked First Aid kits in the Housekeeping and Front Desk work areas.

27.06 An Employee returning to work in accordance with Article 18, 19, or 20, Workers Compensation Leave, or where the Employee has indicated there are medical limitations; the Employer may require the Employee to undergo a functional capacity examination by a medical professional designated by the Company, as a condition of the Employee's returning to work.

27.07 Emergency Procedures must be reviewed and updated annually.

27.08 * Duty to Accommodate

The Employer will follow legislative requirements.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 Cost of Printing

The Union and the Company desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the cost of printing this Agreement shall be paid on a fifty/fifty (50/50) basis. The Company will be responsible to handle the printing.

ARTICLE 29 - DURATION OF AGREEMENT

29.01 * This Agreement shall be in full force and effect from October 1st, 2022 to September 30th, 2025 and shall continue in effect until either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

29.02 The Employer and the Union agree that the working conditions provided for in this agreement will be maintained between the expiry date of the agreement and the signature of a new agreement unless one or both of the parties exercises their legal right to strike or a lock-out.

ARTICLE 30 - INSURANCE PLAN

30.01 It should be noted that if the plan becomes optional to members the individual member cost will be higher for those who remain in the plan. Given that this is a concern, the Employer will agree to explore insurance

plan options and come back to Employees with some potential proposals prior to the end of this negotiated Collective Agreement.

30.02 **Single coverage:**

Long term disability premiums are paid entirely by the Employee. In addition the Employee will pay a monthly amount of ten dollars \$10.00 for the medical coverage and ten dollars \$10.00 for the dental coverage towards the total cost of these plans.

30.03 **Family coverage:**

Long term disability premiums are paid entirely by the Employee. In addition the Employee, who wants family plan coverage, can subscribe to the family plan by paying the cost of the medical and dental coverage.

30.04 The participation of all full time Employees, who have completed the eligibility requirements for the group insurance plan, is mandatory.

30.05 In the event of a layoff or an absence provided for in this collective agreement, the Employee can continue paying the premiums for their family coverage if applicable. The Employer will continue paying its portion of the group insurance premiums for a maximum period of three (3) months. Unless otherwise informed that the Employee wishes to pay both the Employer's portion and their own, the plan will be automatically be cancelled after this three (3) month period.

30.06 If an Employee is off for medical reasons (surgery, etc) where there are no sick leave benefits available, the Employer will continue paying it's share of the group insurance premiums as long as the Employee continues paying their share of the same premiums.

ARTICLE 31 - ADVERSE WEATHER CONDITIONS

31.01 Where the Employer determines that because of severe weather conditions Employee(s) are unable to return to their homes, they may be given a room at the hotel until such time as it is deemed by the Employer that the Employee(s) can return to their home.

31.02 When Employees arrive for work in inclement weather and are able to complete their daily room allocation, pending management's approval, they may be permitted to leave early and will receive a full day's pay.

31.03 For Employees 'requested to stay' overnight, the Employer will arrange for supper and breakfast to be made available at the restaurant on site.

31.04 **STATE OF EMERGENCY (SOE)**

The following provisions shall apply to Employees during adverse weather conditions necessitating a State of Emergency declared by Provincial or Municipal authority.

- (a) When an Employee through no fault of their own is unable to report to work because of a SOE, the Employee shall suffer no loss of pay up to seven (7) days lost pay at eighty (80%) percent of regular wages.
- (b) The Employee who worked during the SOE will be paid at the rate of time and a half (1 ½) for all hours worked.
- (c) Ownership will make reasonable effort to have management onsite.

*** SCHEDULE "A"**

Classification	Current Wage October 1, 2021	Wage Effective October 1, 2022	Wage Effective October 1, 2023	Wage Effective October 1, 2024
Front Office Supervisor	\$20.01	\$21.21	\$22.06	\$22.72
Front Desk Person	\$18.54	\$19.65	\$20.44	\$21.05
Night Audit Person	\$19.28	\$20.44	\$21.25	\$21.89
Housekeeping Supervisor	\$20.01	\$21.21	\$22.06	\$22.72
RA/Laundry/House- Person	\$17.03	\$18.73	\$19.86	\$21.05
Maintenance Senior	\$29.15	\$30.90	\$32.13	\$33.10
Maintenance Junior	\$20.01	\$21.21	\$22.06	\$22.72

* Employer agrees to pay wage increases retroactively from October 1, 2022.

NOTE: Housekeeping Supervisor Pay Scale revised to reflect current wage of \$20.01 prior to negotiated raises.

Employer to provide job descriptions for each classification within ninety (90) days of signing.

MEMORANDUM OF UNDERSTANDING

Covid-19 Pandemic and Negative Financial Impact

The Union agrees that during the current pandemic while occupancy rates are forecast to be less than 35%, that the Employer will not be required to abide by Article 15.03 (e) where there is a requirement to always have at least two (2) Employees in the facility at all times.

Both parties agree and recognize that this Memorandum of Understanding is as a result of the current pandemic and will become null and void once the pandemic ends.



FOR THE EMPLOYER



FOR THE UNION

*** MEMORANDUM OF UNDERSTANDING**

Family Violence Leave

The Employer will follow all Provincial Legislation regarding Family Violence Leave.

Country Sheppard
FOR THE EMPLOYER

East Linn
FOR THE UNION

Signed by the duly authorised representatives of the parties this January 13 in the year 2023, at the City of St. John's, Newfoundland.

2 HILL O'CHIPS ST. JOHN'S
HOSPITALITY INC.

NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND
PRIVATE EMPLOYEES

Courtesy Sheppard

[Signature]

[Signature]

East Tann

[Signature]

[Signature]

Judith Foster
