

# **Collective Agreement**

between

**Nova Scotia Union of Public & Private Employees**

and

**Quality Inn Halifax Airport**

**November 01, 2017 to September 30, 2020**

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## **ARTICLE 1 – RECOGNITION**

### **1.1 DEFINITIONS**

“**Bargaining Unit**” means all Full Time, and Regular Part Time employees employed by the Quality Inn Halifax Airport, but excluding Managers, Supervisors, Sales Secretary, Accounting Clerks and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act (NS).

“**Calendar Day**” means a day, and includes a working day, a day of rest, a holiday, etc.

“**Casual Employee**” means a person called to perform work for vacation replacement or for an unforeseen, or irregular, or occasional need that cannot be handled by existing bargaining unit members. A casual employee is not a member of the union. The use of a casual employee shall not result in the reduction of hours, reduction of pay, reduction of gratuities, the loss of benefits or rights under this collective agreement for any member of the bargaining unit, nor shall it result in a reduction in the number of bargaining unit employees.

“**Classification**” means job description.

“**Company Service Date**” shall mean the period of time an employee has been in the employ of the Hotel.

“**Company**” means Quality Inn Halifax Airport.

“**Compensated Service**” means time paid for by the employer, or leave paid for by the Union.

“**Discipline**” includes any recorded discipline issued to an employee, for example, oral warnings which are confirmed in writing, written warnings, suspensions and dismissals. A copy of any recorded discipline shall be given to the employee and his/her Union representative the day the discipline meeting occurs.

“**Employee**” means an employee of the Employer who is a member of the bargaining unit and refers to both the masculine and feminine. One shall include a reference to the other and the singular and plural shall refer to the other unless it is inconsistent with the context.

“**Employer**” means Quality Inn Halifax Airport, its agents and its successors.

“**Hotel**”, means the Quality Inn Halifax Airport.



## 1.1

“**Layoff**” is defined as the interruption of an employee’s employment for any reason except cause or resignation, but is not the severance of the employment relationship and, without limiting the generality of the foregoing, layoff includes an interruption for: lack of work, economic reasons, re-structuring of the workplace in any way and abolishment of positions.

“**Qualifications**” as used in this Collective Agreement includes ability, attitude, skills and overall conformance to the job requirements.

“**Service**” means service in the employ of the Employer that is unbroken by termination of employment.

“**Scheduled Week**” means Thursday to Wednesday.

“**Temporary Vacancy**” means a vacancy in a scheduled position created by the temporary absence from duty, or temporary assignment elsewhere, of the regularly assigned employee.

“**Union**” means the Nova Scotia Union of Public and Private Employees and its successors and may be referred to as “NSUPE”

## 1.2 RECOGNITION OF UNION

The Employer recognizes the Union as the sole bargaining agent for the unit of employees as set out in Labour Relations Board (NS) Order No. 4988 which was effective as of May 3, 2002.

## 1.3 CONTRACTING OUT

The Employer shall give three (3) month’s notice to the Union before contracting out any part of the hotel business. The Employer will, during this period, meet with the Union, upon request, to explain its reasons for contracting out and will discuss any options provided by the Union.

## 1.4 UNION REPRESENTATION

Union representatives shall normally carry out their duties during their breaks and meal breaks as well as the breaks and meal breaks of those employees seeking advice, providing information for a grievance investigation or other union business related to this Collective Agreement and wanting representation before the employer.

## **1.5 UNION BUSINESS AGENT AND OTHER UNION REPRESENTATIVES NOT ON THE EMPLOYER'S PAYROLL**

(a) The Union's Business Agent and other Union representative not on the Employer's payroll shall have the opportunity to attend all committee meetings, including committees mandated by this collective agreement or by law, between the Union or its representatives and the Employer or its representatives.

(b) The Union's Business Agent and other Union representatives not on the Employer's payroll shall have the opportunity to enter the hotel to conduct business on behalf of the Union, provided the entry does not disrupt the work of the Employer or employees and the General Manager or designate has granted permission.

(c) The Union will be permitted to convene Union meetings on the Employer's premises when the space has been reserved in advance. This permission will be denied in the time of strike or lock out.

## **1.6 DISCIPLINE**

(a) The value of progressive discipline is based on the aim of corrective action. Therefore, discipline and discharge should be accompanied by a documented record of counselling, written warnings and/or suspensions.

(b) The Employer in consideration of disciplinary action may not use any notations to employees' files dated prior to a period of sixty (60) months of the current action, except for recurring notations occurring within a continuous sixty (60) month period.

## **1.7. NOTICE OF DISCIPLINE, SUSPENSION AND DISCHARGE**

(a) In the case of a coaching session, an interview to discuss an Employee's work performance, or an oral or written warning, the Employer shall give an employee at least twenty-four (24) hours written notice, and in the case of a suspension or dismissal, the Employer shall give the employee a forty-eight (48) hour notice, that such a meeting will be held, and at the same time, for an oral or written warning, and suspension or dismissal, shall indicate:

- (1) the employee's right to a Union representative;
- (2) the purpose and reasons for the meeting;
- (3) whether or not the Employee's file will be referred to;

**1.7**

(b) Subject to an employee's right to grieve the facts and the penalty, the Employer may subject an employee to immediate suspension or discharge when the following offences have been committed:

- (1) theft of hotel, guest or employee property;
- (2) reporting to work under the influence of alcohol or drugs;
- (3) physically fighting on hotel property.

(c) If the employee's file is to be referred to, the employee and/or his/her Union representative, with his/her permission, shall have a reasonable opportunity to view the file.

(d) The Employer shall provide the Union's Business Agent with copies of the above notices the same day the employee receives such notice.

(e) The employee has the right to refuse to participate, or to continue to participate, in such a meeting unless he/she and the Union have been properly notified according to Article 1.7(a). No disciplinary measures against the employee can be taken for the employee's refusal under these circumstances.

(f) Coaching sessions, or non-disciplinary interviews regarding an employee's work performance or attitude shall not be considered as discipline but will be placed in the employee's official personal file to show that the Employer has worked closely to address and correct improper procedures, attitudes or performance.

## **1.8 MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive right of the company generally to manage the enterprise in which it is engaged and particularly to:

(a) Maintain order, discipline and efficiency.

(b) To operate and manage its business and direct work force in accordance with its commitments and responsibilities.

(c) To determine the work to be performed, establish standards, methods, procedures and schedules of operations;

(d) The functions of management shall be exercised in a non-arbitrary or non-discriminatory manner.

(e) No Employee shall be required or permitted to make any written or oral agreement with the Employer or any of its representatives which may interfere or conflict with the Union's role as collective bargaining agent or with the terms of this Agreement.

(f) All matters concerning the operation of the company's business, but not specifically dealt herein, shall be reserved to the management and be its sole responsibility.

(g) In order for management to maintain efficiency as set out in 1.8 (a) and to maintain full cooperation between the Employer and the employees, it is agreed that all officers of the Union, Union representatives, committee members and representatives will not actively discourage efficiency on the part of any employee or group of employees.

## **1.9 NO DISCRIMINATION**

There shall be no discrimination or coercion exercised or practiced with respect to any Employee's terms and conditions of employment, or by reason of his/her membership or activity in the Union, or as prohibited under the Human Rights Act of Nova Scotia.

## **1.10 NO SEXUAL OR PERSONAL HARASSMENT**

(a) It is the Employer's and Union's responsibility to provide a workplace free of sexual and personal harassment. The Employer and the Union recognize the right of employees to work in an environment free from harassment and agrees that sexual and personal harassment will not be tolerated in the workplace. In these matters, the sections of the Human Rights Act, which deal with harassment, shall be applicable.

(b) Personal Harassment means:

An offensive, unwelcome or malicious course of conduct or comment that is persistent and which a reasonable person would consider to be:

threatening; humiliating;

demeaning; insulting;

discriminatory, as described in the Nova Scotia Human Rights Act;

an interference with work performance; or

an interference with any law of Canada or Nova Scotia,

and is reasonably likely to create an intimidating, unduly stressful or hostile workplace environment.

NOTE: managing and/or coaching that includes counselling, performance appraisal, work assignment, and the implementation of disciplinary actions, is not a form of personal harassment, and this clause does not restrict a manager/supervisor's responsibility in these areas.

## **1.11 NEW EMPLOYEES**

The employer shall acquaint new employees with the fact that a collective agreement is in effect, and that membership in the Union and the paying of union dues is a condition of employment. Within one week of employment the employer will introduce the new employee to the Union's head Union representative or the Union representative representing the Department in which the new employee work

## **ARTICLE 2 - GENERAL CONDITIONS**

### **2.1 BULLETIN BOARDS**

The Union shall have the use of a lockable glass covered bulletin board, provided by the employer, for the purpose of posting materials related to the Union bargaining unit business. The bulletin board shall be in an area in the staff lunchroom easily visible and accessible to members of the bargaining unit.

### **2.2 CORRESPONDENCES AND NOTICES**

A copy of all correspondences and notices between the parties shall be sent to the Union's Business Agent for Union files and to the General Manager for the Employer's file.

### **2.3 NOTICE OF STAFFING REQUIREMENTS**

The Employer shall notify the Union and any employees who might be affected by anticipated requirements for staffing in the Classifications set out in this agreement or in any new Classifications which might be created as a result of: (a) technological change; and (b) the closing of facilities or reduction in services. The notice required herein shall be given as soon as the Employer reasonably knows or anticipates the change, whenever possible.

### **2.4 PROBATIONARY EMPLOYEES**

(a) Every new employee shall initially be hired for a probationary period of forty-five (45) working days, for full and part time employees, in one (1) classification, under competent supervision, during which time the employee may be dismissed if the employee has not performed to the work standards established by the Employer. The Employer must conduct a probationary review at approximately the thirtieth (30<sup>th</sup>) working day.

(b) After completion of the probationary period seniority shall be effective from the first day of employment.

(c) Notwithstanding anything else in this Article 2.4, the parties may agree to extend the probationary period.

(d) Notwithstanding Article 2.4 (b) above, a probationary employee may use his/her seniority to bid on a posted job in the same manner and to the same extent as other bargaining unit members, however, such an employee must serve the probationary period as set out in Article 2.4 (a) above in one classification before being declared permanent.

## **2.5 UNION WORK**

Non-bargaining unit employees shall not perform bargaining unit work except in the case of an unforeseen increase in the volume of business, an emergency or under the following terms.

(a) The Housekeeping Supervisor will not displace a bargaining unit member provided there are four (4) or more hours of work available or eight rooms or more to be cleaned.

(b) The Front Desk Supervisor or his/her designate may assist the Guest Service Representative when the volume of business increases and the Guest Service Representative requires assistance.

## **2.6 WRITTEN ASSESSMENTS**

(a) When any management person or other employee is required or regularly expected to make written assessments of an employee, a true copy of the written assessment shall be given to the assessed employee at the time the assessment is made, in order that he/she may be aware of his/her records and also to give the employee an opportunity to respond if he/she so wishes.

(b) Bargaining unit employees shall not be required to make regular written assessments of other employees but may be required, if requested to assess employees under their supervision.

## **2.7 EMPLOYEE'S FILE**

(a) If a letter of warning is placed on an employee's file, the employee shall have the right to copy the letter within a reasonable time of the event that lead to the warning or the Employer's knowledge of the event and allowing a reasonable time for an investigation. The employee has the right to reply in writing and such reply shall become part of the employee's record. No warning will be placed on an employee's file prior to the employee being provided with a copy.

(b) An act of outstanding meritorious conduct by an employee will be acknowledged by management and recorded on the employee's file and a copy given to the employee.

(c) An employee shall have the right, upon reasonable notice to see his/her complete file, during business hours.

(d) If an investigation is conducted on an employee's activities, which may result in discipline in any form, including denial of transfer or promotion, the employee shall be notified of the result of the investigation within thirty (30) calendar days of the completion of the investigation.

## **2.8 WITHDRAWAL OF RESIGNATION**

An employee who resigns from employment with the Employer shall be entitled to withdraw his/her resignation within twenty-four (24) hours of having submitted the resignation.

## **2.9 MEDICAL FEES**

Provided an employee has worked for the Employer for at least twelve (12) months, the Employer shall pay the full cost of any medical exam required for the five (5) year renewal required by the Employer, by law or by a regulatory body, of a driver's license for any employee required, as part of her/his job, to drive for the Employer.

## **2.10 UNIFORMS**

- (a) The Employer shall provide, at no cost to an employee, uniforms required to be worn on duty.
- (b) Housekeeping employees shall receive three (3) uniforms.
- (c) Front Desk employees shall receive two (2) uniforms which shall include at least two (2) pairs of slacks and shall also receive two three-quarter sleeve shirts for summer wear.
- (d) Breakfast Bar employees shall receive three (3) uniforms.
- (e) Notwithstanding the foregoing, probationary employees shall receive two (2) uniforms.
- (f) Pregnant employees shall be provided with a suitable uniform.
- (g) Management reserves the right to change the style of uniforms.
- (h) Uniforms shall be replaced by the Employer as required.
- (i) Room Attendants shall be given knee pads for cleaning bathrooms

## **2.11 PROBLEM CUSTOMERS**

Employees shall make reasonable efforts to deal with customers who are creating problems, including those who are impaired or disorderly. However, employees are not expected to endanger their health and safety nor to tolerate harassment or discriminatory conduct, and shall notify management of any such situation. Once management is aware of such a situation or is notified, it shall be management's responsibility to deal with the situation promptly.

## **2.12 FRONT DESK**

The Employer shall provide a high-quality mat designed to ease the strain of standing for the front desk area.



## **ARTICLE 3 - UNION SECURITY**

### **3.1 MEMBERSHIP AND CHECK-OFF**

Membership in the Union will be a condition of employment. The Employer will deduct from each pay of each member of the bargaining unit, an amount determined by the Union and for which the Employer has received adequate notice.

### **3.2 DEDUCTIONS MADE BY EMPLOYER**

The amount so deducted, accompanied by a statement of deductions showing those terminated, on leave of absence and on sick leave, shall be remitted to the Union, along with the current address and telephone number for each bargaining unit member no later than fifteen (15) calendar days of the following month in which the deductions are made.

### **3.3 INDEMNIFICATION OF EMPLOYER**

In consideration of the Employer making the compulsory check-off provided for by this Article 3, the Union agrees to and does hereby indemnify and save harmless the Employer from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off provided for by this Article 3.

### **3.4 TEMPORARY POSITION OUTSIDE BARGAINING UNIT**

An employee temporarily promoted or transferred to a position beyond the scope of this collective agreement shall retain and accumulate seniority during the period of promotion or transfer and shall continue to pay all Union deductions during the period of promotion or transfer.

### **3.5 DEDUCTIONS WHEN NOT IN RECEIPT OF PAY**

If the Union requires an employee on layoff or leave without pay to pay union dues, it shall be the responsibility of the Union to collect the dues. The Union will notify the Employer in writing if an employee's seniority is affected in such circumstances.

## **ARTICLE 4 - SENIORITY**

### **4.1 DEFINITION**

Seniority for employees who are bargaining unit members is defined as the length of last continuous service in the employ of the Employer. There shall be two seniority groups:  
Full Time and Part Time.

### **4.2 ACCUMULATION**

Every employee shall accumulate seniority from the first day of employment, subject to the provisions of Article 4.1 and Article 2.4.

### **4.3 PREFERENCE**

(a) Full Time employees shall be considered senior to Part Time employees. Those employees with the greatest seniority shall be considered first for promotions, transfers, total hours of work per pay period and recall and last for demotions, lay-offs and reduction of hours subject to other provisions of this collective agreement.

(b) Seniority shall be applied on a Departmental basis.

(c) Requests for days off other than the employees' regular scheduled days of rest shall be made in writing to the appropriate Department Head, at least five (5) days before the schedule is regularly posted. Such request will not be unreasonably denied provided the request can be accommodated without the cost of overtime.

(d) Notwithstanding the foregoing, an employee cannot bump a less senior employee to make up hours she/he missed because of her/his own volition or because of illness.

(e) An employee who misses hours because the Employer has not scheduled according to the seniority provisions shall be paid the appropriate hourly rate for all hours she/he would have worked had she/he been properly scheduled. The hours the employee would have worked had she/he been properly scheduled shall be deemed to be hours worked for all purposes.

#### 4.4 SENIORITY AND CLASSIFICATION LIST

A seniority and classification list shall be compiled by the Employer as of March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year and shall be posted no later than the last day of the following month. A copy shall be sent to the Union at the same time. The list shall show, for each employee: name, department, classification, seniority and company service date.

#### 4.5 LOSS OF SENIORITY

(a) An employee shall continue to accrue seniority and shall not lose seniority or seniority rights if she/he is absent from work except as specifically set out in this collective agreement.

(b) An employee shall lose seniority and employment if she/he:

(i) is discharged for just cause and is not reinstated.

(ii) resigns, subject to Article 2.8.

(iii) is absent from work in excess of three (3) consecutive working days without notifying the Employer and without reasonable cause.

(iv) after a lay-off, fails to return to work within five (5) working days after being notified by registered mail or personal telephone call to do so, unless through sickness, provided that an employee on lay-off may exercise one right of refusal if there is a less senior employee available on lay-off and able to do the work. It shall be the employee's responsibility to keep the Employer informed of her/his current address and, if available, telephone number.

(v) is laid off for a period in excess of eight (8) consecutive months, subject to alternate arrangements agreed to by the Employer and the Union.

(c) An employee shall lose seniority if she/he accepts a non-bargaining unit position and does not return to a bargaining unit position within thirty (30) working days. If she/he later returns to a bargaining unit position she/he shall accrue seniority as if she/he were a new hire.

**ARTICLE 5 -VACANCIES, APPOINTMENTS, PROMOTIONS, TRANSFERS, LAY-OFFS, REDUCTION OF HOURS**

**5.1 SENIORITY**

Both parties recognize that:

- (i) The opportunity for promotion and transfer increases in proportion to length of seniority provided qualifications are met.
- (ii) Where qualifications are sufficient for the requirements of the position, seniority shall be the governing factor in promotion, transfer, demotion, layoff, recall and in being awarded new positions.

**5.2 JOB POSTING**

(a) When a bargaining unit vacancy occurs, which the Employer intends to fill, or a new position is created, the Employer shall send the posting to the Union office and, on the same day, post notice on the bulletin board for a period of four (4) consecutive calendar days. Applications from among employees of the bargaining unit shall be considered and fully processed before applications of non-bargaining unit employees are considered.

(b) The order of consideration shall be:

- (i) from amongst qualified, bargaining unit applicants within the Department in which the position belongs;
- (ii) from amongst qualified applicants within the bargaining unit;
- (iii) from amongst qualified applicants from outside the bargaining unit.

(c) Employees who wish to make application for a posted position shall ensure that the written application is delivered to the General Manager, or someone designated by that office, prior to the closing of the posting. If such delivery is not made within the time specified in Article 5.2(a) then it shall not be considered with the applications received within the specified time. An application received after the final time limits specified in this Article 5.2(a) shall be considered and treated as outside applicants.

(d) In the case of a vacancy due to a leave of absence, resignation or maternity leave, which the employer intends to fill, and has had prior written notice, the position shall be posted fourteen (14) days prior to the position becoming vacant. If the Employer does not have fourteen (14) days prior notice of a position becoming vacant the position shall be posted immediately. The position shall be posted on the bulletin board for four (4) consecutive calendar days.

## 5.2

(e) A position shall be declared vacant and posted when a regular shift assignment is changed on a permanent basis, when an employee who regularly works a full time shift leaves that position on a permanent basis or when an employee who regularly works a full time shift is absent from the position for a period of thirty (30) calendar days or more and there is no employee in the classification to fill the position.

## 5.3 INFORMATION IN POSTINGS

Each posting or bulletin shall show:

- (a) the classification and whether full time or part time;
- (b) rate of pay;
- (c) effective date;
- (d) approximate duration;
- (e) hours of assignment;
- (f) days off;
- (g) for part-time employees days off and hours of work may vary;
- (h) qualifications.

## 5.4 NOTICE TO UNION

The Employer shall, in a timely manner, provide written notice of the successful applicant to the Union by sending the notice to the Union office.

## 5.5 TRIAL PERIOD

Any successful applicant from within the bargaining unit for any permanent job in a promotion, transfer or appointment shall have a trial period of thirty (30) working days to establish her/his fitness and ability to perform the duties of the position. Conditional on satisfactory service, the trial promotion, transfer or appointment shall become permanent after the trial period of thirty (30) working days. In the event the successful applicant, during the trial period, proves unsatisfactory in the position or states in writing that she/he wishes to return to her/his former position, she/he shall be returned to her/his former position without loss of seniority and at a salary not less than she/he was previously paid for that position. Any other employee promoted, transferred or appointed because of the arrangement of positions shall also be returned to her/his former position in the same manner.

## **5.6 TEMPORARY APPOINTMENT PENDING POSTING**

(a) Vacancies may be temporarily filled at the discretion of the Employer, however, if it becomes apparent that such period of relief is for seven (7) consecutive calendar days or more, the vacancy will be posted in accordance with Article 5.2.

(b) A bargaining unit employee who takes a temporary posting shall be entitled to return to her/his own position at the end of the temporary position.

## **5.7 CONSIDERATION WHEN NOT AT WORK**

An employee returning to her/his former position from leave of absence, sickness, vacation, pregnancy leave, parental leave, compassionate leave or lay-off, may use her/his seniority, within five (5) working days, to claim any position within her/his department which was filled by a posting during her/his absence, provided she/he has the qualifications to perform the work.

## **5.8 LAYOFF**

No employee shall be laid off except under the following conditions:

(a) The Employer shall give at least seven (7) days' notice in writing to the employee(s) concerned, and where it appears layoffs may be necessary shall give longer notice where possible.

(b) The Employer may give shorter notice than required herein if it pays the employee the difference between the amount of notice given and the notice required. In the event of circumstances beyond the control of the Employer causing a lay-off, shorter notice may be given without requiring the pay in lieu.

(c) In the case of layoffs, reduction of hours and redundancies the Employer shall give notice to the least senior employee in the classification.

(d) An employee whose job is abolished or declared redundant or who is displaced or laid off for any reason shall be entitled to exercise his/her seniority rights in the following manner and order, provided the employee is qualified to perform the work and subject to other provisions of this collective agreement:

(i) First, the employee shall be entitled to displace (bump) another, less senior employee in the same job classification.

(ii) Second, if the employee is unable to exercise his/her seniority provided for in Article 5.8(d)(i), he/she may displace another, less senior employee in other classifications in his/her department.

**5.8**

(e) Employees on layoff shall be recalled in order of their seniority within their classification. If no employee in the classification is available for recall, employees from other classifications in that Department shall be recalled to the job in order of their seniority provided they have the necessary qualifications to perform the job to be filled. No new employee will be hired to a classification while an employee who is eligible for recall to that classification is on layoff.

(f) Layoff shall be scheduled first in the regular part-time employee's seniority group and second in the full-time employee's seniority group.

**5.9 REDUCTION OF HOURS**

If an employee's hours of work are reduced due to lack of work in her/his classification, that employee may exercise her/his seniority rights to bump a less senior employee in another classification within the department provided the employee is qualified to perform the work. The employee exercising this right must do so within five (5) working days following the posting of the schedule which shows the reduction in hours.

**5.10 ABOLISHMENT OF A POSITION**

An employee terminated by reasons of abolishment of his/her position will be given the following notice, in writing, or pay in lieu of notice:

- (a) One (1) week's notice for an employee with less than two (2) years service;
- (b) Two (2) week's notice for an employee with two (2) years or more but less than five (5) years service;
- (c) Four (4) week's notice for an employee with five (5) years or more but less than ten (10) years service;
- (d) Eight (8) week's notice for an employee with ten (10) or more years of service.

**5.11 REDUCTION OF HOURS OR LAY-OFF FOR SLOW PERIOD**

(a) When an employee's hours will be reduced significantly due to a business slow period, the Employer, if requested by the employee, will attempt to redistribute the remaining hours so that the employee may be laid off.

(b) When an employee is to be laid off due to a business slow period the Employer shall make every reasonable effort to not recall the employee to work during the first seven (7) days of layoff.

## **ARTICLE 6 - CLASSIFICATIONS & JOB DESCRIPTIONS**

### **6.1 CLASSIFICATIONS**

(a) The Departments and classifications listed in Article 6.2 are recognized and shall not be changed, added to or eliminated without the agreement of the Union and the Employer in writing.

(b) Work shall not be assigned from classification to another.

(c) Either party to this collective agreement shall have the right to raise concerns regarding workload, staffing levels and scheduling at labour management meetings. These concerns shall be given reasonable consideration in order to achieve a solution to the issues raised. Such solutions shall not conflict with the terms of the collective agreement.

### **6.2 DEPARTMENTS AND CLASSIFICATIONS**

(a) Front Desk Department:

(i) Guest Service Agent

(b) Housekeeping Department:

(i) Room Attendant – A Room Attendant will be allocated a maximum of sixteen (16) rooms during a normal full working day.

(ii) Laundry Attendant/Room Attendant – Laundry Attendant shall be the primary position but the Laundry Attendant may bump a junior employee in Housekeeping in order to maintain her/his hours. A second Laundry Attendant will be called to work under normal conditions should the room count exceed eighty (80) rooms.

(iii) Public Areas Attendant/Room Attendant – Public Areas Attendant shall be the primary position but the Public Areas Attendant may bump a junior employee in Housekeeping in order to maintain her/his hours. A Public Areas Attendant/Room Attendant will be allocated a maximum of six (6) single rooms for a normal full working day.

(iv) Night Attendant/Room Attendant - Night Attendant shall be the primary position but the Night Attendant may bump a junior employee in Housekeeping in order to maintain her/his hours. A Night Attendant will be allocated a maximum of sixteen (16) rooms, but less when combined with other duties, during a full working day.

(c) Breakfast Bar Department:

(i) Breakfast Bar Attendant



## **ARTICLE 7 - PAY AND CLASSIFICATION**

### **7.1 PAY RATES AND METHOD OF PAY**

(a) The Employer agrees to pay and the parties agree to accept the job classifications and wage rates as set out in Appendix "A".

(b) Employees shall be paid bi-weekly and shall be provided on each Thursday of a pay week with a statement showing all amounts paid and deducted for the period and the reasons therefore.

(c) The amount of annual Union dues, Medical and other benefits and all other deductions shall be included on each employee's T4 form (or equivalent) in the space provided. If no space is provided for any deduction, a separate statement shall be provided by the Employer.

(d) Pay shall be deposited to employees' bank accounts through direct deposit on the Thursday of each pay week. Pay stubs will be available by 10:00 am on the preceding Wednesday.

### **7.2 ASSIGNMENT TO OTHER CLASSIFICATION**

(a) No employee will be transferred or assigned to another classification for any period in excess of two (2) weeks without the employee's consent.

(b) An employee temporarily assigned, with or without consent, to do work in a lower paid classification shall be paid at the rate of pay for the employee's own classification. Notwithstanding the foregoing, an employee who bumps into a lower paid classification will be paid the rate of pay for that classification.

(c) An employee performing work in a higher paid classification shall be paid the rate of pay for that classification for all time she/he is doing work in that classification.

### **7.3 NEW CLASSIFICATION**

The Employer agrees that if it wishes to establish a new classification, which is covered by the certification order and which is not set out in Appendix "A", it shall notify the Union as soon as possible and in any event, prior to establishing the classification. Subsequent to such notice the wage rates and positions will be determined through negotiation. The Employer may fill the new position and put a temporary wage rate and conditions into effect pending and subject to the final determination. Once the wage rate and conditions are established through negotiations they will be made retroactive to the time when the new classification was instituted. If the determination cannot be completed within thirty (30) calendar days of an appointment to the position, either party may refer the matter directly to arbitration in the manner set out in Article 20.5.

## **ARTICLE 8 - WORKING HOURS**

### **8.1 REGULAR HOURS OF WORK**

(a) The normal hours of work for employees will be eight (8) hours each day and forty (40) hours in a scheduled work week.

(b) An employee who reports to work a previously scheduled shift shall be entitled to work that full shift or be paid for the full shift unless she/he is notified of any change at least twelve (12) hours prior to the scheduled commencement of the shift.

(c) A shift of four or more hours may be scheduled per scheduled shift in a classification for the last employee scheduled to work this shift.

### **8.2 DAYS OF REST**

(a) Full time employees will be assigned two (2) regular and consecutive days off each week. Days of rest may be scheduled on a rotation basis with every second weekend (Saturday and Sunday) being the two (2) regularly assigned and consecutive days off.

(b) Part Time employees shall be assigned two (2) rest days within a scheduled work week.

(c) If requested by the employer, employees may, at their option, forego their regular days of rest as stated in Article 8.2 (a) and (b) in order to work the normal hours of work as stated in Article 8.1 (a). When making this request, the employer shall do so on the basis of seniority.

(d) Days off may, on twenty-four (24) hours notice, be re-assigned when necessary for a temporary period not to exceed two weeks.

### **8.3 REST PERIOD**

(a) Employees will be allowed one (1), fifteen (15) minute break for each four (4) hours worked.

(b) Employees will be allowed one (1), fifteen (15) minute break when working less than five (5) hours.

(c) Rest periods will be scheduled to occur during each half of each shift as near to the mid-point of the half shift as is practicable.

#### **8.4 MEAL PERIOD**

Employees assigned to work eight (8) consecutive hours per shift shall be entitled to a thirty (30) minute meal break during the mid-point of their shift or when time permits, without loss of pay.

#### **8.5 WORK SCHEDULED POSTED**

(a) A two (2) week schedule showing hours of work and days off shall be posted by 11:00 am every Wednesday. The second week of schedule shall be considered a tentative schedule based on projection of the volume of business for that workweek. It is the employee's responsibility to view the schedule and to consider the schedule as notice of hours to be worked.

(b) Employees shall be given no less than eight (8) hours notice of schedule change, except when the company receives limited notice from its guests, or in the case of an emergency. Merely posting the change on the schedule after the original schedule is posted will not constitute notice.

#### **8.6 ON CALL SHIFTS**

If the Employer calls a Housekeeping employee to work on a day shift the call shall normally be made between 7:00 am and 7:30 am unless circumstances beyond the control of the Employer make it not possible. Other employees will be called at the earliest opportunity after management knows of the need.

#### **8.7 WORKING IN MULTIPLE DEPARTMENTS**

(a) The Employer will create a list of employees qualified and approved by management, to work in Departments other than their own. Employees who wish to be placed on the list shall notify the General Manager in writing and may submit their names at any time. The list shall be ordered according to seniority.

(b) An employee who has placed her/his name on the list may be denied the opportunity to work in another Department if her/his own Department requires her/him for work in her/his own Department.

**8.7**

(c) Employees within a Department have priority for all work within that Department and no employee from another Department shall be scheduled for work until employees from within the Department have worked forty (40) hours in the week or unless no employee from within the Department is available to do the work.

(d) When work becomes available for employees on the list, scheduling shall occur on a rotating basis starting with the most senior employee on the list who is qualified for that Department.

(e) The Employer shall not be required to schedule an employee from the list for work in another Department if doing the work would entitle the employee to overtime.

(f) Overtime provisions shall apply based on an employee's hours per day and hours per week, whether those hours are accrued in one (1) Department or in more than one (1) Department.

(g) For scheduling purposes, the Employer's and employee's first obligation will be to the department designated for the employee's accumulation of seniority.

**8.8 SPLIT SHIFTS**

Split shifts may be assigned to less senior Guest Service Representatives provided:

1. The length of time from the beginning of the first portion of the shift to the end of the second portion of the shift does not exceed sixteen (16) hours.
  2. The split shift shall consist of two (2) shifts of four (4) hours each and overtime shall be paid for time worked beyond eight (8) hours.
  3. Employees who are scheduled for a split shift shall be paid an hourly premium of \$0.25.
  4. Employees shall be allowed a fifteen (15) minute break for each four (4) hour shift.
  5. Employees shall be given the option as to whether they wish to work two (2) or more consecutive days of split shifts based on seniority, except in cases where the employer has no other scheduling alternative.
- The parties agree that split shifts are for the purpose of providing an opportunity for less senior employees to acquire hours of work without having a negative impact on the hours of more senior employees.

## **ARTICLE 9 - OVERTIME**

### **9.1 REQUIREMENT TO WORK OVERTIME**

(a) Overtime work shall be performed by employees whenever called.

(b) Notwithstanding Article 9.1(a), an employee may refuse overtime provided there are other employees who:

- (i) are not scheduled to work either a full shift for that day or who are not scheduled to work five complete shifts for the scheduled week.
- (ii) are willing to do the work.
- (iii) are able to do the work.

(c) Notwithstanding the foregoing, the Employer may require the most junior employee in the classification to do overtime work.

### **9.2 DISTRIBUTION OF OVERTIME**

(a) Senior employees shall be given preference in the scheduling of overtime except as provided for in Articles 9.1 (b) and provided that all other employees working at the time that overtime is required have worked a maximum of eight (8) hours.

(b) Employees will be given a minimum of ten (10) hours rest period between shifts unless in the cases where the Employer has no other scheduling alternative or in the cases where the employee has requested to work a back to back shift.

### **9.3 OVERTIME DEFINED AND TIME AND ONE-HALF**

(a) Any authorized work performed after eight (8) hours in a working day or forty (40) hours in a scheduled week shall constitute overtime and shall be payable at the rate of time and one-half (1.5X) the classification rate. Overtime shall be calculated by rounding time worked to the nearest quarter hour once fifteen (15) minutes have been worked. However, if an employee requests to switch a shift with another employee and causes over time, the employee will be paid at straight time.

(b) Employees who are called back to perform work not continuous with, before or after, their regularly scheduled hours shall receive their regular classification rate of pay for a minimum of four (4) hours. Overtime will be paid provided employees have worked in excess of eight (8) hours.

#### **9.4 DAYS OF REST AND HOLIDAYS**

No full-time employees shall be scheduled to work on their regularly assigned days off as provided for in Article 8.2 and 11.0 for less than four (4) hours.

#### **9.5 OVERTIME RATE FOR 6<sup>TH</sup> AND 7<sup>TH</sup> CONSECUTIVE DAYS WORKED**

Employees shall be paid at the appropriate overtime rate for work on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days of work. Notwithstanding the foregoing, employees who have a regular rotating schedule who take every second weekend off and take their alternate days off together, causing them to work a six (6) or seven (7) day stretch, are not entitled to overtime as listed in this Article unless they are called in or scheduled to work on one (1) or more of their regularly scheduled days off. An employee who will not get full time hours for the week may agree to work at the straight time rate.

#### **9.6 MEAL ALLOWANCE**

Employees shall be provided with a meal, with a value no greater than twelve dollars (\$12.00), for overtime work of four (4) hours or more outside the regular working day.

#### **9.7 FAILURE TO AWARD OVERTIME**

Failure to award overtime for a missed shift in accordance with the agreement shall result in payment at the appropriate rate for hours worked.

## **ARTICLE 10 - DETERMINATION OF FULL TIME STATUS**

### **10.1 DEFINITION OF A FULL TIME EMPLOYEE**

(a) A regular full-time employee shall be an employee who works regularly scheduled hours in accordance with Article 8.1.

(b) Employees who have worked four hundred (400) hours or more in a three (3) month period shall be classified as a full-time employee.

(c) Notwithstanding the foregoing, an employee who has a minimum of five (5) years seniority may request an arrangement which would allow her/him to work less than forty (40) hours a week and less than the hours required in 10.1(b) on a proportionate basis, and still maintain her/his full-time status and, upon two (2) full pay periods notice, revert to her/his former place on the schedule. The Employer may grant this arrangement providing operational requirements permit. During the term of this arrangement the provisions respecting having every second weekend off as set out in Article 8.2(a) shall not apply.

### **10.2 THREE MONTH PERIOD**

The three-month period referred to in 10.01 (b) shall be: (January-February-March)- (April, May-June)- (July-August-September) and (October- November-December.)

### **10.3 DATES OF CLASSIFICATION FOR JOB STATUS**

(a) Employees will be classified as full time from the start of the week during which such a pattern, as described in 10.01 (b), was established in their Department.

(b) Employees will be re-classified as part time from the end of the three (3) month period during which the pattern, as described in 10.01 (b), was broken.

### **10.4 EFFECT OF JOB STATUS AND SENIORITY**

All benefits, terms and conditions of employment set out in this collective agreement that are determined by seniority and/or Full/Part time status shall be based on the lists provided for in Articles 4 and 10.03.

## **10.5 DEFINITION**

For the purpose of calculating Full/Part time status, hours worked is deemed to include Compensated Service, overtime at straight time, injury covered by Worker's Compensation, medical leave, long term disability leave, compensated leaves of absence, Compassionate Care Leave, Union Leave, whether paid by the Employer or the Union, Pregnancy, Paternity and Parental Leave and Personal Leave.



## **ARTICLE 11 - HOLIDAYS**

### **11.1 HOLIDAYS**

The holidays shall be:

New Year's Day

Heritage Day

Good Friday

Victoria Day

Canada Day

Remembrance Day

Labour Day

Christmas Day

Floating Anniversary Date (of hire) (no over time if work on this day)

A floating anniversary date will be given to employees instead of their anniversary date as long as a thirty (30) day notice is given to the Manager and to be given as long as the Department can operate without that employee. Also, depending on date, a maximum number of employees within the department may be determined at the Manager's discretion, based on seniority. Once approved, not subject to change.

### **11.2 HOLIDAY PAY**

(a) Holiday pay will be computed on the following basis:

Employees will be paid for each Statutory Holiday based on which is greater of either the number of average daily hours worked for the previous two weeks, that is the total number of hours worked divided by the number of days worked, or their number of hours work according to Article 8.1 (a) to a maximum of 8 hours holiday pay.

(b) In order to qualify for holiday pay:

(1) Employees must have completed their probation period of forty-five (45) working days.

(2) Employees must have two (2) days compensated service within seven (7) calendar days immediately preceding, and two (2) days compensated service within seven (7) calendar days immediately following the holiday.

### **11.3 WORKING ON A HOLIDAY**

An employee who is required to work on a holiday and who qualifies in accordance with Article 11.2 for a holiday, shall be paid at time and one-half (1.5X) times their classification rate of pay plus one (1) day off in lieu with pay.

### **11.4 DAY OFF ON A HOLIDAY**

Employees, who on their regular assigned days off, or are otherwise scheduled off on a Holiday and have qualified in accordance with Article 11.2 shall be granted a day off in lieu with pay in accordance with Article 11.5.

### **11.5 DAY OFF IN LIEU**

The above-mentioned day off in lieu of a holiday may be taken sixty (60) calendar days following the holiday. If the day off in lieu of a holiday is not taken within the period specified, the employee shall be paid one (1) extra day's pay at the regular classification rate of pay. Where requested and possible, the day off in lieu of a holiday shall follow or precede the employee's days of rest. Employee requests for a specified day off shall not be unreasonably denied.

### **11.6 PAID HOLIDAY DURING VACATION**

Employees on their annual vacation who have qualified in accordance with Article 12.2 and 11.2 shall be compensated for the holiday and that day shall not be deemed to be a vacation day.

### **11.7 HOLIDAY DURING ILLNESS/LEAVE OF ABSENCE**

An employee scheduled to work on a Holiday but is unable to work due to sickness or injury, and is not entitled to Worker's Compensation, shall be eligible for pay for the Holiday provided he/she has complied with the terms of Article 11.2.

## **ARTICLE 12 - VACATIONS**

### **12.1 VACATION YEAR**

The vacation year is defined as January 1<sup>st</sup> to December 31<sup>st</sup>.

### **12.2 ANNUAL VACATION WITH PAY**

(a) Employees who have worked one (1) year of continuous service with the Hotel, but less than five (5) years continuous service shall be entitled to two (2) weeks vacation with pay calculated on the basis of four per cent (4%) of the salary earned in the previous year ending December 31<sup>st</sup> of each year.

(b) Employees who have worked five (5) years or more continuous service with the Hotel, but less than ten (10) years continuous service shall be entitled to three (3) weeks vacation with pay calculated on the basis of six per cent (6%) of the salary earned in the previous year ending December 31<sup>st</sup> of each year.

(c) Employees who have worked ten (10) years of more continuous service with the Hotel, but less than twenty (20) years continuance service shall be entitled to four (4) weeks vacation with pay calculated on the basis of eight percent (8%) of the salary earned in the previous year ending December 31<sup>st</sup> of each year.

(d) Employees, who have worked twenty (20) years or more continuous service with the Hotel, shall be entitled to five (5) weeks vacation with pay calculated on the basis of ten percent (10%) of the salary earned in the previous year ending December 31<sup>st</sup> of each year.

(e) In addition to the foregoing, the Employer shall pay the amounts specified on the vacation pay drawn by an employee taking the equivalent time off. However, an employee shall not receive the additional amount paid for any amount of vacation pay drawn and for which equivalent time off is not taken.

### **12.3 TIME FOR VACATION**

(a) If a conflict arises over the scheduling of vacations between two or more employees the issue shall be resolved using seniority as the determining factor provided, however, that where an employee takes two (2) or more vacation periods in the vacation year, that employee may only use seniority to determine the issue in his/her favour, once in that vacation year.

(b) An employee shall be entitled to take up to three (3) consecutive weeks vacation.

### 12.3

(c) Vacation lists shall be circulated by October 1<sup>st</sup> of the year prior to the year in which the vacation is to be taken so that employees may indicate their preferred dates. The vacation lists shall be posted by December 1<sup>st</sup>. Employees who do not indicate preferred dates on or before October 31<sup>st</sup> will be allocated vacation dates on a first come first served basis and the provision of seniority to resolve conflicts shall not apply unless two (2) or more employees apply at the same time after October 31<sup>st</sup>.

(d) If an employee fails to provide request by October 31<sup>st</sup> for all their vacation entitlement the employer cannot assign vacation days. The employee in this case may by mutual agreement with the Employer arrange vacation days.

(e) An employee may at his/her option decide not to take all of their annual vacation as stated in article 12.2 subject to the following:

(i) Employees entitled to two (2) weeks vacation must take a minimum of one week's vacation time.

(ii) Employees entitled to three (3), four (4) and five (5) weeks vacation must take a minimum of two (2) weeks vacation time.

(f) The employee shall notify her/his supervisor, in writing, on or before October 31<sup>st</sup> of her/his intention to exercise this option each vacation year. The employee shall also have the following options:

1. to receive vacation pay for vacation time not taken on the last pay in June or the 1<sup>st</sup> pay in November.

2. to use vacation day(s) as paid day(s) off as requested by the employee in writing to their department head per article 4.3(c). Such request shall not be unreasonably denied.

3. to use vacation day(s) as paid days off to compensate when extraordinary circumstances or events, or acts of nature, e.g. snowstorm, hurricane, etc., prevent an employee from coming to work, so as the employee does not suffer financial hardship so long as reasonable effort was made to come to work.

### 12.4 VACATION PAY AND VACATION USE

(a) An employee shall be entitled to draw vacation pay on the pay period prior to the first day of vacation except that if this pay is less than five (5) calendar days prior to the commencement of the vacation, vacation pay may be drawn on the previous payday.

(b) An employee may draw earned vacation pay on any pay provided notice is provided to the Employer a minimum of seven (7) calendar days before the payroll is made up.

**12.4**

(c) An employee may choose to use vacation as paid time off in accordance with Article 4.3(c) and as paid time off when extraordinary circumstances or events, or when acts of nature (e.g. snowstorm, hurricane, etc.) prevent the employee from attending at her/his scheduled work so that the employee does not suffer financial hardship, provided the employee has made a reasonable effort to attend at work.

**12.5 CANCELLATION OF SCHEDULED VACATION**

(a) Any vacation, which an employee has scheduled and which is cancelled by the Employer and cannot then be taken by the end of the calendar year, shall be paid out.

(b) If an employee's scheduled vacation is cancelled by the Employer, all non-refundable costs associated with the employee's planned vacation shall be reimbursed by the Employer provided:

- (i) the Employee has receipts; and
- (ii) the Employee has advised the Employer of the estimated costs at the time that the Employer requests the employee to cancel their vacation.

**12.6 SERVICE**

Pregnancy leave and any time compensated by the Employer shall be deemed "service" time for purposes of calculating vacation entitlement.

## **ARTICLE 13 - PERSONAL LEAVE / SICK LEAVE**

### **13.1 MEDICAL REPORTS**

(a) The employer, after the third (3<sup>rd</sup>) day of illness, may request that the employee provide a medical certificate at the Employer's expense, not to exceed forty-five (\$45.00) per certificate, from a medical practitioner of the employee's choice, indicating that the employee is or was unable to carry out her/his duties due to sickness.

(b) If the Employer has reasonable justification it may request a medical certificate earlier than the third (3<sup>rd</sup>) day. The Employer shall provide the employee, in writing, with the reasons for this early intervention.

(c) Except where the Employer has reasonable concerns about an employee's fitness to continue work, no employee will be requested to provide a medical certificate or certificate of fitness after she/he has already returned to work from an absence due to sickness. In a case where the request has been properly made, failure to produce certificate within a reasonable time will permit the employer to send the employee home until the certificate is produced.

### **13.2 REPORTING ABSENCES AND RETURN**

(a) Employees shall report their absences from work due to illness on the first day as soon as possible but no later than two (2) hours prior to their scheduled reporting time, unless circumstances beyond their control make reporting impossible.

(b) Following an absence from work due to illness an employee shall report his/her expected rate of return as early as possible before reporting for duty.

(c) The Employer reserves the right, at the Company's expense, to request an employee to be examined by a qualified medical practitioner chosen by the Company.

(d) The Employer may request that prior to returning to work from an absence due to illness of more than five (5) consecutive working days, the employee provide, at the Employer's expense, a certificate of fitness from a medical practitioner of the employee's choice. The Employer shall inform the employee of its requirement for such a certificate within a reasonable time of being advised of the employee's potential return to work.

(e) In all cases, as stated in Articles 13.2 and 13.3, when the employer requests a medical certificate the employer shall not be entitled to any confidential information, including a diagnosis, on any employee. The Employer shall keep confidential any private information of which it becomes aware.

### **13.3 PERSONAL LEAVE NOT ACCUMULATED OR GRANTED**

(a) When an employee is on leave of absence, not compensated by the Employer, or is laid off, he/she shall not accumulate personal leave except in cases of maternity, parental and Union leave. Employees shall not be entitled to personal leave day benefits while on all of the above-mentioned leaves.

(b) Personal Leave Days will not be paid within the vacation period of an employee.

### **13.4 JOB PROTECTION WHEN ILL**

An employee shall retain his/her position and Full/Part Time seniority status during periods of illness even if the employee does not receive personal leave pay, provided the employee is in receipt of a record or certificate by a qualified medical practitioner prescribing such term of absence due to illness; or time waiting to be eligible for Long Term Disability and for the first twenty-four (24) months in receipt of LTD benefits. Any employee may be terminated by the employer should this term of absence exceed the long-term disability period of 24 months. The employer may fill the employee's position on a temporary basis during this time and any employee temporarily placed in a position shall return to his/her regular position upon the return of the employee from his/her illness. For any illness exceeding thirty (30) days, the employer may request a record or certificate from a qualified medical practitioner showing the medical fitness of the employee returning to work, prior to the employee being reinstated in their previous position.

### **13.5 WORKERS' COMPENSATION**

(a) No sick pay allowance will be granted to an employee in case of illness or accident which is compensated through Workers' Compensation.

(b) The Work Hardening Program shall be considered as part of this Collective Agreement.  
(Schedule "B")

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **14.1 UNION LEAVE**

(a) The Employer, upon request of the Union, may grant leave of absence without pay for the use of Union members when they are delegated by the Union for the purpose of attending to Union business or educational functions. Requests for Union leave shall not be reasonably denied.

(b) Requests for union leave shall be made in writing, to the General Manager, normally at least fourteen (14) calendar days in advance of the date the leave is to commence.

(c) When Union leave is granted, the Employer shall continue the employee's pay and benefits for all scheduled shifts during the leave and shall bill the Union for the amount within sixty (60) calendar days. Upon receipt of an invoice from the Employer, the Union shall promptly reimburse the Employer for the leave.

### **14.2 LEAVE FOR COLLECTIVE AGREEMENT ADMINISTRATION**

Employees representing the Union shall not suffer loss of pay or benefits when attending meetings of joint committees convened by the Employer and the Union. Such time off shall not be unreasonably denied.

### **14.3 LEAVE FOR NEGOTIATIONS**

Up to three (3) members of the bargaining unit shall be granted leave without loss of pay or benefits to attend negotiations on behalf of the Union. The Union may have more than three (3) bargaining unit members attend negotiations but the cost of additional members shall be reimbursed to the Employer in accordance with Article 14.1(c). The Union may substitute alternates to the members of the Union negotiating committee. Overtime will not be paid to any employee for negotiating leave outside the employee's regular working hours.

### **14.4 LEAVE FOR INDIVIDUAL REASONS**

When working conditions permit, individual employees may, with the consent of the General Manager, obtain a leave of absence without pay but without loss of seniority or service for periods of five (5) calendar days or more for personal reasons. Written reasons given shall be kept confidential by the General Manager. Notwithstanding the overtime and call in pay provisions of this collective agreement, when an employee is off on leave for individual reasons the Employer may replace him/her at the straight time rate.

### **14.5 LEAVE FOR POLITICAL PARTICIPATION**

(a) When working conditions permit and on the written request of the employee, the Employer may grant a leave of absence without pay so that an employee may be a candidate in Federal, Provincial or Municipal elections.



**14.5**

(b) If an employee is elected in a Federal, Provincial or Municipal election, the employee may apply to the Employer for a leave of absence without pay for the term of office or for the period(s) that the legislative body meets. No employee shall be required to take such leave of absence unless:

- (i) the employee cannot reasonably perform his/her duties during the term of office or during the period(s) the legislative body meets; or
- (ii) an unacceptable disruption of the employee's work would result; or
- (iii) a conflict of interest arises between the duties of the elected office and the performance of the employee's duties for the Employer.

(c) Permission for leave provided for in this Article shall not be unreasonably denied.

**14.6 LEAVE FOR JURY OR WITNESS DUTY**

(a) The Employer shall grant leave of absence without pay for any employee required to appear for jury selection or to serve on a jury.

(b) The Employer shall grant leave of absence without pay for any employee subpoenaed or summonsed or otherwise required to appear as a witness in any proceeding.

(c) The Employer shall grant leave of absence with pay for any employee subpoenaed, summonsed or otherwise required to appear in any matter:

- (i) on behalf of the Employer;
- (ii) in any proceeding in which the Employer is a party;
- (iii) in any proceeding in which the employee is called upon to testify in her/his role as an employee of the Employer.

**14.7 LEAVE FOR GIVING BLOOD**

Employees may be granted time off without pay for the purpose of giving blood.

**14.8 LEAVE WITHOUT PAY FOR 30 DAYS OR LESS**

An employee who is on an authorized leave of absence without pay for thirty (30) continuous days or less shall retain and continue to accrue all rights, benefits and privileges provided by this collective agreement provided the employee continues to pay his/her benefits.

**14.9 PERSONAL LEAVE DAYS (Employees Hired Prior to November 01, 2017)**

- a) Employees shall be entitled to six (6) paid Personal Leave Days for the calendar year beginning January 1<sup>st</sup> of each year.
- b) Personal Leave Days shall not be carried forward to the next Year.
- c) Personal Leave Days may be used for:
  - (i) sick leave, and compassionate leave as required
  - (ii) medical, dental, legal, banking or similar appointments of the employee or a member of the employee's immediate family which the employee cannot reasonably schedule outside her/his hours of work;
  - (iii) to enable an employee to care for a member of the employee's immediate family who may be seriously ill;
  - (iv) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstance;
  - (v) to attend at the funeral of a deceased who is not a member of the immediate family of the employee;
  - (vi) such other reason as the Employer determines to be appropriate.
- d) For the purposes of this article 14.9 "immediate family" is defined as spouse (including common-law spouse and same sex spouse), parents, legal guardian, brothers, sisters, children (including any child for which the employee is appointed legal guardian), grandparents, grand children, in-laws, step relations and foster relations.
- e) Personal Leave days may be used for sick leave and bereavement leave as required. When an employee seeks to schedule a Personal Leave Day for reasons other than sickness she/he will provide the employer with reasonable notice, under the circumstances, of the proposed date. The Employer will not unreasonably deny the request and it will provide a timely response.
- f) Without prejudice or precedent, employees may upon request, be granted further special leave with or without pay at the discretion of the employer.

**14.10 PERSONAL LEAVE DAYS (Employees Hired on or After November 01, 2017)**

- a) Employees shall be entitled to paid personal leave days based on the following:
- |                            |  |
|----------------------------|--|
| - 0 – 2000 Hours worked    | Zero (0) Personal Leave Days per calendar year |
| - 2000 – 4000 Hours Worked | Two (2) Personal Leave Days per calendar year  |
| - 4000 & Beyond            | Five (5) Personal Leave Days per calendar year |
- b) Personal Leave Days achieved at 2000 and 4000 hours will be available to employees at the start of the next pay period after either 2000 or 4000 hours have been worked and will be considered Personal Paid Leave days for that calendar year.
- c) Personal Leave Days shall not be carried forward to the next Year.
- d) Personal Leave Days may be used for:
- (i) sick leave, and compassionate leave as required
  - (ii) medical, dental, legal, banking or similar appointments of the employee or a member of the employee's immediate family which the employee cannot reasonably schedule outside her/his hours of work;
  - (iii) to enable an employee to care for a member of the employee's immediate family who may be seriously ill;
  - (iv) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstance;
  - (v) to attend at the funeral of a deceased who is not a member of the immediate family of the employee;
  - (vi) such other reason as the Employer determines to be appropriate.
- e) For the purposes of this article 14.10 "immediate family" is defined as spouse (including common-law spouse and same sex spouse), parents, legal guardian, brothers, sisters, children (including any child for which the employee is appointed legal guardian), grandparents, grand children, in-laws, step relations and foster relations.
- f) Personal Leave days may be used for sick leave and bereavement leave as required. When an employee seeks to schedule a Personal Leave Day for reasons other than sickness she/he will provide the employer with reasonable notice, under the circumstances, of the proposed date. The Employer will not unreasonably deny the request and it will provide a timely response.
- g) Without prejudice or precedent, employees may upon request, be granted further special leave with or without pay at the discretion of the employer.

#### **14.11 COMPUTATION OF PAID PERSONAL LEAVE DAYS**

- (a) regular full-time employees will be paid the greater of, at their regular classification rate of pay:
- (i) the number of their normal hours of work according to Article 8.1 (a). or
  - (ii) the average daily compensated service for the two previous pay periods prior to the Personal Leave Day occurring.
- (b) regular part time employees will be paid the greater of, at their regular classification rate of pay:
- (i) four (4) hours at their regular classification rate of pay; or
  - (ii) the average daily compensated service for the two previous pay periods prior to Personal Leave Day occurring.
- provided the average compensated service is at least forty (40) hours in the thirty (30) day period prior to when the sickness occurs.

#### **14.12 LEAVE REQUIRED BY EMPLOYER**

When the employer requires an employee to take time off because of a medical appointment or medical examination, the Employee shall not suffer a loss of pay. The Employee shall be given time off work for such appointments or examinations.

#### **14.13 COMPASSIONATE CARE LEAVE**

(1) For the purposes of this Article 14.11:

- (a) "care or support" means providing psychological or emotional support, or arranging for care by a third party, or directly providing or participating in the care.
- (b) "family member", in relation to an employee, means
- (i) a spouse or common law partner of the employee
  - (ii) a child of the employee or a child of the employee's spouse or common law partner
  - (iii) a parent of the employee or a spouse or common law partner of the parent, and
  - (iv) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition.
- (c) "week" means the period between midnight on the first day and midnight on the seventh day.

(2) An employee is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks from:

- (a) the day the certificate is issued; or
- (b) the day the leave was begun.

The leave is to end on the last day of the twenty-sixth week or immediately upon the death of the family member at which time the employee shall be permitted to take bereavement leave as per section 14.9.

**14.13**

(3) A leave of absence under this Article may only be taken in periods of not less than one week's duration.

(4) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in Article 14.11 (2).

(5) For the period of time specified in Article 14.11(2), the employee shall have the option of maintaining their benefit plan and shall notify the employer in writing of their choice.

(6) The compassionate care leave provisions of the Labour Standards Code of Nova Scotia as they exist on the date of signing this collective agreement shall apply as a minimum standard for members of the bargaining unit.

Any additional benefit provided by this collective agreement or by a revision of the code shall prevail over the provisions set out in the present code or this collective agreement.

(7) The Employer will permit an employee who requires more than six (6) weeks compassionate care leave to use vacation, sick leave or other accumulated leaves or to take an unpaid leave of absence.

(8) Section 59G to 60 of the Labour Standards Code apply mutatis mutandis to an employee who takes a leave of absence pursuant to this article 14.11.

## **ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE**

### **15.1 PREGNANCY LEAVE**

(a) Pregnancy leave shall be considered a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy.

(b) The Employer may require a pregnant employee to take an unpaid leave of absence while the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected. The Employer shall make reasonable efforts to accommodate the pregnant employee.

(c) Pregnancy, in itself, is not an illness for the purpose of the sick leave provisions of this collective agreement; however, illness arising as a result of pregnancy or during pregnancy is an illness for all purposes of this collective agreement.

(d) Pregnancy leave shall be granted in the following manner:

(1) An unpaid pregnancy leave of seventeen (17) weeks will be granted.

(2) An employee shall, not later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.

(3) The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of the delivery.

(4) The pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.

### **15.2 PATERNITY LEAVE**

Upon the birth of his child from the day of labour up to two (2) weeks following the birth, a male employee shall be entitled to one (1) day leave of absence without loss of pay as set out in the Labour Standards Code.

### **15.3 PARENTAL LEAVE**

(1) An employee who becomes a parent of one or more children through

(a) the birth of the child or children; or

(b) the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the law of the Province, is entitled to an unpaid leave of absence of, subject to article 15.3 (4), up to fifty-two weeks upon giving the employer 16 weeks notice of the date that the employee will begin the leave and the date that the employee will return to work.

**15.3**

(2) Where an employee takes pregnancy leave, and the employee's new-born child(ren) arrive in the employee's home during the pregnancy leave, parental leave will:

- (a) begin immediately upon completion of the pregnancy leave and without the employee returning to work; and
- (b) end not later than thirty-five weeks after the parental leave began pursuant to this Section, as determined by the employee.

(3) Or if Article 15.3 (2) does not apply,

- (a) will begin on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home; and
- (b) end not later than fifty-two weeks after the child or children first arrive in the employee's home.

(4) The maximum combined pregnancy leave and parental leave to which an employee is entitled is fifty-two weeks.

(5) The parental leave provisions of the *Labour Standards Code* of Nova Scotia as they exist on the date of signing this collective agreement shall apply as a minimum standard for members of the bargaining unit. Any additional benefit provided by this collective agreement or by a revision of the code shall prevail over the provisions set out in the present code or this collective agreement.

**15.4 RETURN TO WORK**

When an employee decides to return to work after pregnancy or parental leave, she/he shall provide the employer with at least two (2) week's notice. On return from pregnancy or parental leave, the employee shall be placed in her/his former position. If the former position no longer exists, she/he shall be placed in a position based on her seniority in accordance with Article 5.7 (d).

## **ARTICLE 16 - TECHNOLOGICAL CHANGE**

### **16.1 TECHNOLOGICAL CHANGE**

“Technological Change” means the introduction by the Employer into its business, equipment of a different nature or kind than that previously utilized by the Employer in the operation of its business.

### **16.2 ADVANCE NOTICE**

(a) In the event that the Employer intends to introduce technological changes which result in the elimination of positions within the bargaining unit, the Employer shall give three (3) months notice, in writing, to the employees who would be affected by such change, with a copy to the Union. No such employee shall be laid off or discharged, except for just cause, during the three (3) month notice period.

(b) The Employer shall give thirty (30) days notice in writing to the employees who will be affected by the introduction of technological change. Affected employees will have a minimum of thirty (30) days or what shall be considered a reasonable amount of time to adapt to the changes otherwise they will apply for any other position posted.

### **16.3 EFFORTS TO RETAIN EMPLOYEES AND TRAINING**

Where technological changes cause the elimination of positions within the bargaining unit, the Employer shall make every effort to retain regular employees whose jobs are eliminated by the change.



## **ARTICLE 17 - GROUP LIFE INSURANCE AND MEDICAL CARE**

### **17.1 GROUP BENEFIT PLAN**

(a) The Employer shall maintain a Group Life Insurance and Medical Care Plan. The Employer and eligible employees shall each pay fifty (50%) percent of the cost of the plan.

(b) The Group Benefit Plan shall be part of this collective agreement. There shall be a Labour Management Committee composed of three (3) non-bargaining unit employees, three (3) bargaining unit employees, Union Business Agent and the General Manager. The Committee shall study; review claims experience, alter the plan and choose the carrier. The Committee shall have full access to all pertinent information concerning the Plan and request the attendance of a representative of the insurer when necessary.

### **17.2 PART OF COLLECTIVE AGREEMENT**

The agreed to Plan shall be considered part of this Collective Agreement. Any changes or alterations to the Plan must be agreed to by the Union and the Employer. If the changes or alterations cannot be agreed upon, then the Union or Employer may proceed in accordance with the Grievance and Arbitration procedures as stated in this agreement. The employer will notify the union of any increases in the cost of the plan.

### **17.3 CHANGING INSURANCE CARRIER**

Although the Employer may change Insurance carriers, the provisions and benefits provided must be equal to or better than those contained in the Manulife Financial Group Plan # 29568 001 as renewed August 01, 2004.

## **ARTICLE 18 - LABOUR/MANAGEMENT COMMITTEE**

### **18.1 ESTABLISHMENT**

There shall be a Labour/Management Committee (LMC) to foster a good relation between the employees of the Hotel and solve on a timely basis, problems that arise.

### **18.2 MEMBERS**

The Employer shall have up to three (3) representatives on the LMC. The Union shall have up to three (3) representatives, including the Union Representative on the LMC. The parties will appoint alternatives for their respective representatives.

### **18.3 MEETINGS**

(a) The LMC shall meet at least once every three (3) months and shall meet more often at the request of either party. Minutes shall be kept of all LMC meetings and distributed to LMC members no later than three (3) working days before the next regularly scheduled meeting and copies shall be sent to the Union's Business Agent and to the Employer.

(b) LMC meetings shall be scheduled by the committee at a mutually agreeable time and LMC members shall receive pay or benefits for time spent on LMC meetings, only when the employee is scheduled and working a regular shift, but no overtime will be paid for time spent meeting outside working hours.

### **18.4 JURISDICTION**

(a) The LMC shall not have jurisdiction over matters relating to the collective bargaining.

(b) The LMC may make recommendations to the Union and to the Employer.

## **ARTICLE 19 - HEALTH AND SAFETY**

### **19.1 COOPERATION**

(a) The Union and the Employer agree to abide by the *Occupational Health and Safety Act* (NS), its Regulations and Guidelines and it shall be deemed part of this collective agreement, provided that any higher standards provided by this collective agreement, Employer's Policy or by agreement of the parties, shall apply over the Act.

(b) The Employer and the Union recognize the benefits to be derived from safe working conditions and practices. Accordingly, it is agreed that employees, Union representatives, supervisors and management shall cooperate to promote safe working conditions and practices and the enforcement of safety rules. All employees are required to comply with all reasonable health and safety rules established by the Employer.

### **19.2 HEALTH AND SAFETY COMMITTEE**

(a) A Health and safety Committee (HSC) shall be established and each party shall appoint its own representatives who may be the same representatives as those for the LMC.

(b) The Employer shall have up to two (2) representatives on the HSC. The Union shall have up to two (2) representatives on the HSC. The parties will appoint alternatives to their members.

(c) The HSC shall meet at least once every three (3) months. The HSC shall meet more often to review accidents or at the request of either party. Minutes shall be kept of all HSC meetings and distributed to all members no later than three (3) working days before the next regularly scheduled meeting. A copy shall be sent to the Union's Business Agent and to the General Manager. According to Article 1.5, the Union representative or his/her designate may attend.

(d) HSC members shall receive pay or benefits for time spent on health and safety meetings, only when the employee is scheduled to work a regular shift, but no overtime will be paid for any time spent meeting outside working hours.

(e) The duties of the HSC shall be as set out in the *Occupational Health and Safety Act* of Nova Scotia.

(f) The Union will notify the Employer, in writing of the names of its members and alternate on the Health and Safety Committee and the Employer shall notify the Union of the names of its members and alternate on the Health and Safety Committee.

### **19.3 REPORTING**

It shall be the duty of all employees to report immediately to their immediate Supervisor, any unsafe working conditions. The Supervisor shall investigate the matter and attempt to arrive at a timely solution.

#### **19.4 RIGHT OF REFUSAL**

The parties agree to adhere to the *Occupational Health and Safety Act* of Nova Scotia. In particular, S. 22 of the *Occupational Health and Safety Act*, S.N.S. 1985, c.3 as set out herein, shall apply to an employee's right of refusal:

*S. (1) Any employee may refuse to do any act at his/her place of employment where he/she has reasonable grounds for believing that the act is likely to endanger his/her health or safety or the health or safety of any other employees until:*

- (a) The employer has taken remedial action to the employees satisfaction; or*
- (b) The committee, if there is one, has investigated the matter and unanimously advised the employee to return to work; or*
- (c) an officer in consultation with the Director has investigated the matter and has advised the employee to return to work.*

(The Employer also agreed that upon signing the first Collective Agreement that it would post Section 22.2 through 6 on the Union bulletin board.)

#### **19.5 DEEMED DANGER**

It shall be deemed to be a danger to health and safety if any condition exists in the work place which may result in exposure to radiation, which exceeds any safety level set by the Federal or Provincial Government, provided it is in the Employer's control.

#### **19.6 SAFETY EQUIPMENT**

Where required for safety employees shall be required to wear such safety equipment as may be supplied by the employer. This safety equipment shall be replaced as required.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### **20.1 PREAMBLE**

The parties agree that complaints and grievances shall be investigated and remedial action taken as quickly as possible.

### **20.2 PROCEDURE**

Should an employee(s) who has completed his/her probationary period have a grievance concerning the application or alleged violation of this Agreement it shall be dealt with in the following manner.

**STEP 1:** An employee may make a grievance to the General Manager or his/her designate, in writing, either individually or through his/her representative. Such grievance shall be submitted within twenty-one (21) calendar days of the date of occurrence. The person to whom the grievance is made at Step 1 shall have seven (7) calendar days after the grievance is made to respond.

Where a grievance is not advanced by the Union within the time limits specified above, the Grievance will be considered to have been dropped.

**STEP 2:** If satisfaction is not obtained in Step 1, the Union may refer the matter in writing to the General Manager within a further period of fourteen (14) calendar days. At the request of either party, a meeting shall be convened between the Manager and the Union Business Agent to consider the grievance. This request may not be denied. The Manager shall respond in writing within five (5) calendar days of the submission in writing, or in the event of a meeting, after the meeting.

**STEP 3:** If satisfaction is not obtained at Step 2, the Union or the Employer may refer the matter to a sole arbitrator within fifteen (15) working days of receipt of the other party's response. If the parties cannot agree on who the arbitrator shall be, either party may request the Minister of Labour for Nova Scotia to appoint an arbitrator.

### **20.3 ALTERNATIVE FORMS OF DISPUTE RESOLUTION**

The parties agree to consider voluntary Arbitration or Mediation as options prior to any Arbitration Hearing.

### **20.4 UNION OR EMPLOYER GRIEVANCE**

(a) A grievance by the Union against the Employer or vice versa may be referred to arbitration in the same way and to the same extent, including requesting remedies, as a grievance by an employee.

(b) In the case of a Union grievance the matter shall be submitted to the General Manager, in writing, within ten (10) calendar days of the occurrence.

(c) In the case of an Employer grievance the matter shall be submitted to the Union Business agent, in writing, within ten (10) calendar days of the occurrence.

(d) If satisfaction is not obtained within five (5) working days the matter may, within a further fifteen (15) working days, be submitted to arbitration by either party.

### **20.5 PROPER PROCEDURE**

(a) Failure by the Employer or the Union in responding to a grievance within the prescribed time limits shall permit either party to move the grievance to the next step but shall not cause the grievance to be lost.

(b) Notwithstanding the time limits set out in Article 20, the parties may extend, by agreement, the time limits herein.

(c) No matter may be submitted to arbitration, which has not properly carried through all previous steps of the grievance procedure.

## **20.6 WRITTEN REPLY**

(a) At the stage of the Grievance Procedure at which the Employer is required to reply in writing, the Employer shall send, or cause to be delivered, the original to the Union's Business Agent. The Employer, if requested by the Business Agent, shall provide copies to the Union representative and/or griever.

(b) At every stage of the Grievance procedure at which the Union or an employee is required to submit the grievance in writing, the Union shall send, or cause to be delivered, the original to the General Manager or his/her designate.

## **20.7 POWERS OF ARBITRATOR**

(a) Any grievance submitted to arbitration shall be decided by the Arbitrator and any such decision or award made shall be binding on the parties to this collective agreement and any employee affected by it.

(b) The Arbitrator shall have the power and authority to interpret this Collective Agreement and make decisions and awards with regard to the matter submitted. In discharge and disciplinary matters, the Arbitrator has the power to substitute for the discharge or discipline any other penalty that the Arbitrator seems just and reasonable in the circumstances.

(c) An Arbitrator shall not have the power or authority to add to, delete from, amend, modify or render a decision inconsistent with the provisions of this collective agreement.

## **20.8 COSTS OF ARBITRATION**

Each of the parties shall be equally responsible for the fees and expenses of the Arbitrator after the portion paid by the Department of Labour is deducted.

## **ARTICLE 21 - EMPLOYEE DEVELOPMENT AND TRAINING**

### **21.1 EMPLOYEE TRAINING**

It is agreed that training programs are beneficial to both the employee and the Employer.

### **21.2 PEER DEVELOPMENT AND TRAINING**

Employee training when performed by bargaining unit employees shall:

(a) Be done under the guidance of the immediate Supervisor and this Supervisor shall have final responsibility for the training process and outcome, including the evaluation of the trainee.

(b) Be done by volunteers selected by their Supervisor. The trainer shall be given sufficient, adequate and reasonable guidelines for the training they are to provide.

### **21.3 LMC CONSIDERATION**

The parties agree that employee development and training, including the provision of Peer Training, will be discussed at Labour/Management Committee meetings on a regular basis and recommendations made for employee development and training programs.

### **21.4 NOTICES**

The Employer shall bulletin all training courses as soon as it has the necessary details.

### **21.5 TRAINING**

Employees will continue to be paid their regular rate of pay when required by the Employer to participate in workplace training during their scheduled hours of work. Employees who are required to participate in workplace training before or after their scheduled shift will be paid at straight time for hours spent in the training session. Employees required to attend training sessions when not scheduled to work shall be paid a minimum of two hours at their regular rate of pay. The Employer shall notify employees and post a training schedule at least two weeks prior to the commencement of the training. The Employer will advise employees if the attendance is discretionary or mandatory.



## **ARTICLE 22 - PERFORMANCE APPRAISAL**

### **22.1 ANNUAL PERFORMANCE APPRAISAL**

In the case the Employer carries out an annual performance appraisal of the work performance of all employees, the appraisal shall be completed on the form provided by the Employer. The appraisal shall be completed jointly by the Employee concerned and his/her Supervisor or Department Head. A copy of the performance appraisal form and any changes made to it from time to time shall be supplied to the Union.

### **22.2 PART OF PERSONNEL FILE**

The performance appraisal shall become part of the employee's personnel file.

### **22.3 EMPLOYEE TO RECEIVE COPY**

Each employee shall be provided with a copy of his/her completed performance appraisal. The form shall provide a space for employee comments.

## **ARTICLE 23 - TERM OF AGREEMENT**

### **23.1 EFFECTIVE DATES**

This collective agreement shall be effective from November 01, 2017 to September 30, 2020 inclusive.

### **23.2 NOTICE TO NEGOTIATE A NEW COLLECTIVE AGREEMENT**

Either party may serve notice to negotiate a new collective agreement by giving notice in writing to the other party not more than sixty (60) days but not less than thirty (30) days prior to the current contract expiratory date.


### **23.3 NO STRIKES OR LOCK OUTS DURING THE LIFE OF THE CONTRACT**

There shall be no strikes or lockouts during the term of the collective agreement and the parties agree to adhere to the relevant language in the Trade Union Act relating to strikes, lockouts and work stoppages.

NSUPE Local 17 & Quality Inn Halifax Airport – Collective Agreement Nov. 01, 2017 to Sept. 30, 2020

Signed, this 20 day of December, 2017

for **Quality Inn Halifax Airport**

  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )

C Noelce  
\_\_\_\_\_  
Witness

for **Nova Scotia Union of Public and Private Employees**

Marion Trame )  
\_\_\_\_\_) )  
Jason White )  
\_\_\_\_\_) )  
\_\_\_\_\_) )

  
\_\_\_\_\_  
Witness

**SCHEDULE “A” - WAGES AND COMPENSATION**

**A.1 HOURLY RATE OF PAY**

<b>Classification</b>	<b>Wages as of Oct. 31, 2017</b>	<b>Effective Nov. 1, 2017</b>	<b>Effective Nov. 1, 2018</b>	<b>Effective Oct. 31, 2019</b>
Guest Service Representative	13.73	13.83	13.93	14.03
Room Attendant	13.01	13.11	13.21	13.31
Laundry Attendant / Room Attendant	13.01	13.11	13.21	13.31
Public Areas Attendant / Room Attendant	13.01	13.11	13.21	13.31
Night Attendant / Room Attendant	13.01	13.11	13.21	13.31
Breakfast Bar Attendant	12.81	13.11	13.21	13.31

**A.2 FIRST YEAR RATE**

Any new Room Attendant, Laundry Attendant, Public Area Attendant or Breakfast Bar Attendant employees hired after the ratification of this agreement will start at \$12.00/hour for the term of 1-year (365 days). Any new Guest Services Representative employees hired after the ratification of this agreement will start at \$12.50/hr for the term of one year (365 days). When newly hired employees reach the 1-year (365 day) term their wages will change to wages in Schedule “A.1”. It shall be a condition that if an employee misses a scheduled shift within the first 365 days an additional day of work or shift shall be added to the 365 days that must be completed prior to the wage change to Schedule “A.1”

**A.3 FORMER ASSISTANT HOUSEKEEPER**

Notwithstanding A.01, the former Assistant Housekeepers, Sherry Thompson shall receive, as her hourly rates of pay, the amount set out in A.01 plus eleven cents (\$0.11) an hour as long as she is employed in her present position:

Overtime and shift premium rates shall be calculated using the amount in A.1 plus the amount in A.3 as the base rate.

**A.4 NOVA SCOTIA MINIMUM WAGE**

In the event minimum wage in the Province of Nova Scotia increases to an amount above any of the hourly rates in Schedule “A”, the Schedule “A” rates will change to reflect the increased minimum wage effective the date that the increased minimum wage is implemented.

**SCHEDULE “B” - RETURN TO WORK POLICY**

Effective Date: January 2002

The Quality Inn Halifax Airport is to make every reasonable effort to provide suitable, transitional employment to every worker who is unable to perform his or her duties following a workplace injury. This may include modifying the worker’s original position or providing an alternate position, depending on the worker’s physical abilities. This will also be dependent upon operational requirements.

Only work that is considered to be meaningful and productive shall be considered for use in the Return-To-Work programs depending on the employee’s physical capabilities. It is also mandatory that all employees off work due to a work related injury, or who have sought medical attention must report the incident immediately. The injured person must pick up the Attending Physician’s Letter/Form and have it filled out by the physician. This form must be returned to the General Manager or Assistant General Manager within twenty-four hours after seeing your family doctor.

An injured worker is likewise expected to cooperate fully in return to work measures. Section 84 of the Worker’s Compensation Act states “(1) Every worker shall (a) take all reasonable steps to reduce or eliminate any permanent impairment and loss of earnings resulting from an injury; (b) seek out and cooperate in any medical aid or treatment that, in the opinion of the Board, promotes the worker’s recovery; (c) take all reasonable steps to provide the Board full and accurate information on any matter relevant to a claim for compensation; and (d) notify the Board immediately of any change in circumstances that affects or may affect the worker’s initial or continuing entitlement to compensation. (2) The Board may suspend, reduce or terminate any compensation made to a worker pursuant to this Part where the worker fails to cooperate in the development or implementation of rehabilitation program.”

Each individual circumstance will be assessed on its own merits. However, the onus is on the worker to fully co-operate and work with the WCB and the employer in implementing the Return-To-Work Program.

Non-work related injuries will be reviewed on an individual basis only.

\_\_\_\_\_  
Quality Inn Halifax Airport

I have read and understood the above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Employee Name \_\_\_\_\_

Date of Injury \_\_\_\_\_ Today's Date \_\_\_\_\_

The *Quality Inn Halifax Airport* has a Back to Work Program. This program was developed to assist the recovery of our Employees who suffer from Work Related injuries. It is believed that this type of program can, in some cases, help the Employee regain their ability to perform regular daily duties at a faster pace than remaining at home. Please take the time to answer the following questions. The information you will be providing will assist us in better accommodating the Employee based on their current abilities.

Is the Employee able to return to their regular duties? **Yes** **No**  
 If answered **NO** to the previous question, is the employee able to return to perform modified duties?  
**Yes** **No**

If answered **YES** the previous question, please indicate in the space provided below what types of movement the Employee can do. If more detail is required, please use the reverse of this sheet:

Can the Employee:

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Bend			Put their arms above their head		
Lift more than 10 pounds			Stretch across an object such as a bed		
Walk			Push/pull (ie: vacuum or mop)		
Walk up and down stairs			Sit for long periods of time		
Stand for long periods of time			Sit for short periods of time		
Repetitive actions (be specific)			Crouch		
Stand for short periods of time			Kneel		
Other			Other		

How many days per week is the Employee able to work ? \_\_\_\_\_

How many hours per day is the Employee able to work ? \_\_\_\_\_

What is the maximum amount of time worked before it is necessary for an Employee to have a break? \_\_\_\_\_

If there are duties the Employee may perform that are not listed above, please list them on the reverse of this form.

If it is your opinion that the Employee must remain at home and not return to work for a period of time to recover from their injury, please indicate the estimated date you expect they will be able to return to work. Please also indicate the date you will be re-evaluating the employee's condition. Thank you for your co-operation. If you have any questions about this form, please call the Hotel directly and ask for the General Manager. We would be happy to provide you with any additional information you may require to aid in your recommendation.

Estimated date that the Employee will be able to return to full duties: \_\_\_\_\_

**NSUPE Local 17 & Quality Inn Halifax Airport – Collective Agreement Nov. 01, 2017 to Sept. 30, 2020**

Estimated date that the Employee will be re-evaluated: \_\_\_\_\_

Please fax this form to the Quality Inn Halifax Airport at **873-3001**.

Sincerely,

\_\_\_\_\_  
(Signature of Family Doctor)

General Manager

\_\_\_\_\_  
(Name of Family Doctor)  
Please Print

**NSUPE Local 17 & Quality Inn Halifax Airport – Collective Agreement Nov. 01, 2017 to Sept. 30, 2020**

**Employee Name** \_\_\_\_\_

**Date of Injury** \_\_\_\_\_

The *Quality Inn Halifax Airport* has a Back to Work Program. This program was developed to assist the recovery of our Employees who suffer from Work Related injuries. It is believed that this type of program can, in some cases, help the Employee regain their ability to perform regular daily duties at a faster pace than remaining at home. Please take the time to outline the weekly progress of the Employee and fax a copy to the Quality Inn Halifax Airport Halifax. The information you will be providing will assist us in better accommodating the Employee based on their current abilities.

**Week #1 Date** \_\_\_\_\_ **Expected return to work date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Week #2 Date** \_\_\_\_\_ **Expected return to work date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Week #3 Date** \_\_\_\_\_ **Expected return to work date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Week #4 Date** \_\_\_\_\_ **Expected return to work date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please fax each week's progress report to the attention of:  
General Manager