

**COLLECTIVE AGREEMENT**

**ENTERED TO**

**BETWEEN**

**TEAMSTERS LOCAL UNION 927**

hereinafter called

**“THE UNION”**

**Hac Québec SEC. Alt Hotel Halifax.**

Hereinafter called

**“THE EMPLOYER”  
OR “THE COMPANY”**

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**CLAUSE 1**  
**PREAMBLE AND RECOGNITION**

- 1.1 The parties hereto wish to cooperate in the establishment and maintenance of clauses that are fair to the employees and appropriate to the customers of the Company so as to ensure conditions of employment that bear the stamp of economic flexibility adapted to the need to develop future customers.
- 1.2 Without seeking to restrict the meaning of the clearly defined conditions, the parties wish to express their intention to improve relations between the Employer and the members of the Union, to maintain the service offered to the customers at a high level of efficiency and to cooperate to settle any dispute that might arise fairly and peacefully.

**CLAUSE 2**  
**BARGAINING UNIT**

- 2.1 The Employer recognizes the Union as the sole bargaining agent that may negotiate and enter into a collective agreement on behalf of and for all of the Employer's employees in the province of Nova Scotia within the meaning of the Labour Code, with the exception of the managers, the employees specifically excluded by the collective agreement and automatically excluded by law.

**CLAUSE 3**  
**MANAGEMENT RIGHTS**

- 3.1 The Employer exclusively possesses all the rights and privileges to administer and direct its present and future operations efficiently in an ongoing effort to preserve and develop its customers, unless these rights and privileges are limited by an express provision of this Agreement. If such is the case, the Union acknowledges that everything not specifically stipulated in this Agreement is a prerogative and an exclusive right of the Employer.
- 3.2 The parties acknowledge that the Employer also has the right to make, alter or amend and put into force reasonable rules and regulations that must be observed by the employees. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

**CLAUSE 4**  
**STRIKES AND LOCKOUTS**

- 4.1 During the term of this Agreement, there shall be no lockout on the part of the Employer, nor any strike, work stoppage or complete or partial suspension of work by the employees for any reason whatsoever.

**CLAUSE 5**  
**UNION SECURITY**

5.1 Maintenance of Membership

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.

5.2 Union dues and initiation authorization

All employees, as a condition of their continued employment, authorize the Company to deduct from their pay, an amount equal to the Local Unions dues for the duration of this and all subsequent Agreements. All Full Time employees hired after the signing of the Collective Agreement, at the end of their probation, agree to have deducted by the company, and amount equal to the initiation of the Union.

5.3 Weekly Deduction of Union Dues

- a) The Company agrees, for the duration of this agreement, to deduct from the weekly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the fifteen (15th) day of the month following the date upon which such monies were deducted. The check off list will include social insurance numbers and names designated by terminals within the jurisdiction of the Union. In cases where an employee is on Worker's Compensation, STD, or other authorized leave, the check off shall indicate as such.

Those affected employees may contact the head office of the Local Union to indicate the reason for their absence from work and those members/employees who qualify, will at their request, be placed on a Withdraw card and will have their good standing protected, and will not need to pay dues during their absence nor pay re-initiation upon their return. If the employee's request is accepted by the Union, the Union will then have to inform the Employer of their decision in writing within twenty-four (24) hours.

- b) The Union will notify the Company in writing of any arrears in dues or assessments caused for any reason or any arrears in Initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Union along with the monthly dues as provided for above. Such notice or arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Union dues rate.

- c) Check off Lists

The Union checkoff form may be (i) a Union-provided form, (ii) a Company provided form, (iii) a pre-billing method which shall provide a column for "Dues" and "Arrears in Dues".. The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

d) Forms to be signed by new employees

The Union will supply the Company with Application for Membership Forms and Dues Deduction Authorization Forms, all of which shall be signed by new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days of the date of hire.

e) Scope of Union Dues Deductions

The deduction of Union dues shall be made from every employee including probationary period Employees. The Union will notify the Company within reasonable delay of any newly changed dues rate as so determined within the bylaws of Teamsters Local 927. The Company will comply with dues amounts and deductions as indicated by official communication.

f) Submission of Checkoff

The checkoff and cheque for the Union dues deducted must be in the office of the Local Union not later than the 15th day of the month following the month in which the monies were deducted.

g) T4 slip

The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.

h) Commencing during the first year of this Agreement, the Company agrees that employees who are off work due to sickness, injury and/or Worker's Compensation, shall not have Union dues deducted from any General Holiday pay.

i) Employees must work five (5) shifts or more in a month before Union dues may be deducted. Included with the dues report from the Company to the Union will include a list of employees who did not work the five (5) shifts, and for whom no dues were deducted.

**CLAUSE 6**  
**STEWARDS**

6.1 Right of Union to Appoint Stewards

The Union shall have the right to appoint or elect one (1) Shop Steward per Classification at each location. Additional Shop Stewards may be added as agreed by the parties.

6.2 a) Pay for Processing Grievances during Working Hours

Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

b) Pay for Processing Grievances after Working Hours

If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his regular rate of pay for all time spend during the processing of the grievance with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company.

c) Steward Duties

Should the Company find that a Steward's activities interfere with the normal course of his duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Clause 7.2 a).

6.3 Names and Changes of Stewards

The Union will inform the Company in writing of the name of the Stewards and any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

6.4 Suspension or Discharge of Steward

The Company will notify the Union by **registered mail, e-mail, or fax** prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

6.5 Presence of a Union Steward

Any employee covered by this agreement who is called into the Company's office for disciplinary measures shall be informed of his rights to be accompanied by a steward.

If the steward is unavailable on the employee's shift the employee shall have the opportunity to select another unionized employee on the same shift to act as witness.

- 6.6 The Employer agrees to grant two (2) paid days per calendar year for union training purposes. These leaves will only be granted at the request of the Union Agent or the President of the Union.

The Union agrees to inform the Employer in writing of his/her absences at least 10 working days in advance.

## **CLAUSE 7**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

- 7.1 What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violation of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement.

If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps at which steps any employee covered by this agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance, will, upon request be accompanied by a Steward or Business Representative.

- 7.2 a) Step 1 – Verbal between the Employee and the Supervisor or Designate

Within **ten (10) days** of the matter giving rise to the concern, or up to thirty (30) days if the matter is not immediately known, the aggrieved Employee, with the Shop Steward and or Union Business agent, if requested or deemed necessary by the Union, shall attempt to resolve perceived or alleged violations to the collective agreement verbally with the Supervisor or his designate. Time limitations shall not apply to laid off employees claiming that they have not been recalled in line with the provisions of Clause 13.

b) Step 2 - Supervisor or Designate

Failing a satisfactory settlement at Step 1, a grievance will be submitted in writing, by the Union or its members, to the supervisor or his designate, within seven (7) calendar days from the date the company responds to the verbal step. The parties, the Union, the Steward and the concerned member, along with whoever the company deems necessary, shall, at a time agreeable to the parties, and to the operations of the hotel, meet to resolve the grievance. The Company shall render their decision in writing within seven (7) calendar days from the date that the grievance was heard.

c) Step 3 - Arbitration

Failing a satisfactory settlement at Step 2, and within fourteen (14) calendar days from the date the company responds as per Step 2, the Union Business Agent may request the matter be settled by arbitration.

The Union shall make no less than two (2) attempts to get the Company to agree on an Arbitrator, after which, either party may request that the Minister of Labour appoint an Arbitrator.

After two unsuccessful attempts to secure dates between the parties, the Arbitrator, at her/his sole discretion, shall apply dates for the matter to be heard. The Arbitrator shall render a decision within thirty (30) days, and that decision shall be binding on the parties.

At a time between the end of step two, and when the arbitration is heard, the parties may, in any non-binding forum, attempt to resolve the matter.

7.3 Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in the Agreement, nor substitute any new provisions in this Agreement, nor substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty of discipline imposed relating to the grievance then before the Board.

7.4 Expenses of Board Members

Each of the parties hereto will bear the expense of their nominees to the Board of Arbitration and the parties will equally bear the fees and the expenses of the Chairman.

7.5 Responsibility for Payment

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

7.6 Payment of Settled Monetary Grievances

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

7.7 Right of Union when Grievances are Settled or Withdrawn

A grievance, once submitted in writing, shall not be withdrawn or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

**CLAUSE 8**  
**SEVERANCE PAY**

8.1 The Employer shall pay employees who are dismissed or who otherwise permanently leave the Employer's service all the wages owed to them by the Employer, including acquired vacation pay, as soon as possible but no later than fourteen (14) working days after the severance date.

8.2 Individual notice of dismissal

It is understood between the parties that grounds for, and notices of dismissal shall conform to the standards established by the Nova Scotia Labour Code.

**CLAUSE 9**  
**BULLETIN BOARDS**

9.1 The Employer shall allow the posting of notices of Union meetings, Union functions and the current collective agreement on a bulletin board provided by the Employer at its offices. This bulletin board shall be for the use of the Union (shop steward) and the Employer.

**CLAUSE 10**  
**MEDICAL EXAMINATION**

10.1 All employees shall comply promptly with any medical examination allowed by law and paid for by the Employer. The Employer reserves the right to choose its own medical examiner or physician, and the Union may have said employee re-examined at the Union's expense. The member may request examination by their family doctor or attending physician, for any related reason for which the company has requested an examination.

- 10.2 When a medical examination is required by the Employer, the following conditions shall apply:
- a) If the employee undergoes a medical examination during his normal working hours, he shall be paid for his time and therefore lose no pay as a result of a medical examination.
  - b) If a medical examination is required outside of working hours, the employee shall receive two (2) hours pay at his/her regular rate of pay. However, in such a case, he shall be notified at least three (3) working days before the appointment with the physician.
- 10.3 If the state of health of an employee or employees may affect the Employer's operations, the public or his own wellness and, in the Employer's opinion, this state of health requires examination, the Employer shall have the employee (or employees) examined and, pending such examination, the Employer shall be entitled to suspend this employee without pay until the results of said examination are received. If, after this medical examination, the employee is no longer medically fit to perform his duties, the Employer may transfer the employee with all his seniority, provided that he is medically and physically fit to perform the work for the customer where he is transferred, is qualified to perform this work and has the seniority to bump the employee assigned to said work. Furthermore, this transfer may only take place if the customer believes this bumping is in no way prejudicial to it. If, after said examination, the suspended employee is recognized as medically fit to perform his normal duties, he shall be reinstated without loss of pay in his position. It is agreed that, in the application of this clause, an employee who has been transferred because of his health shall maintain his new position, provided that his condition does not deteriorate. An employee affected by such a transfer shall retain his seniority.
- 10.4
- a) The Employer undertakes to cooperate for prompt settlement of a claim of an employee injured at work when such a claim is due and payable according to law.
  - b) When the Employer requires a medical certificate from an employee, the Employer shall pay for this certificate up to a maximum of thirty dollars (\$30), unless this is the employee's annual check-up.
  - c) On the second consecutive day of absence due to illness, the employer may request a medical certificate under the provisions of 10.2 b) and 10.4 b). However, in the case of proven pattern absenteeism, such medical certificates may be requested and shall be at the expense of the employee.

**CLAUSE 11**  
**LAYOFF AND RECALL**

- 11.1 a) In the event of a work surplus of a shift or greater, with one or more customers of the same establishment or group of establishments, an employee or employees of another classification, may be requested to ensure mutual aid or flexibility, without having the obligation to recall an employee in the classification to work. Management can also be used as a last resort if no bargaining unit employee can cover the shift.
- b) In cases of emergency work during a shift, any employee, including managers and/or non-unionized employees, may perform bargaining unit work to protect service levels. In the case that bargaining unit employees are performing the emergency work, Article 17.1 e) may apply.

**CLAUSE 12**  
**FIRST AID AND CPR TRAINING**

At any time of each year, a sufficient number of employees shall take first aid courses to comply with the laws and regulations in force for the establishments where the employees are assigned. Employees attending such training shall be compensated at their regular rate of pay.

**CLAUSE 13**  
**SENIORITY**

- 13.1 a) Whenever possible, the seniority of employees in each classification will determine the policy governing the selection of days off and shifts worked at each customer. Such selections will not be unreasonably denied.
- b) Seniority shall be kept separate by classification and qualification and shall apply during manpower movements covered by the Collective Agreement from one customer to another according to Clause 13.2 b). When an employee requests to be assigned to another classification and has the required qualifications, he shall be considered by the Employer for the purposes of this transfer as a new employee, and his seniority shall be transferred after 120 days of continuous work in this other classification. An employee may not accumulate seniority in more than one classification.
- c) Classification

The classifications are covered by Schedule A.

If there must be other classifications for new employees assigned, they shall be incorporated, with their hourly rate, in Schedule A or Letter of Understanding.

- 13.2 a) In the event of an employee's recall to work, except in the case of a customer's specific need, the qualified employee with the most seniority shall have preference in his own classification for vacant, additional or newly created positions.
- b) When an employee's assignment to a customer is terminated, the Employer shall have a maximum of three (3) weeks to transfer him according to his seniority and qualification to the position of the Employer's last employee assigned to another customer, provided that the other customer does not consider this prejudicial. If he cannot be transferred for any reason whatsoever, he shall be placed on the recall list and recalled in accordance with the procedure established in paragraph a).
- 13.3 During periods where schedules will include legal holidays, the Employer will strive to accommodate all employees equally regarding days off.
- 13.4 Seniority of employees shall be accumulated on two (2) levels: general and by classification.
- 13.5 General seniority shall be acquired as soon as an employee has completed his probation period, and the seniority date shall be retroactive to his first day of service. In the event of equal time, seniority shall be established by a lottery draw.
- 13.6 Seniority by classification for full time employees shall be established from the first day of work in the classification. For part-time and casual employees, the seniority by classification will be based on the number of hours worked in said classification as of October 31<sup>st</sup> of each year. It shall serve to establish schedule of work and lay-off.
- 13.7 November 1 of the beginning of each reference year, seniority, calculated on the basis of hours worked in the classification, shall revert to zero for part-time and casual employees.

#### **CLAUSE 14** **SENIORITY RULES**

- 14.1 Regular employees shall accumulate seniority in the following cases:
- 1) temporary layoff, to a maximum of **eighteen months (18) months**
  - 2) absence for illness or accident justified by medical certificate for a period not exceeding twenty-four (24) months
- 14.2 Employees shall lose their seniority and employment in the following cases:
- 1) voluntary abandonment of employment
  - 2) dismissal

- 3) absence without notice and without valid reason for three (3) consecutive workdays
- 4) layoff for a period exceeding their individual seniority period, without exceeding **eighteen (18) months**
- 5)
  - a) If an employee has not been recalled to work for more than three (3) months, the Employer shall notify the employee by registered mail, at his last know address, to return to work, and he shall be allowed no more than three (3) consecutive days from the date of delivery of the recall notice or from the postal notice of delivery of said recall notice to respond to the notice.
  - b) If an employee has not been recalled to work for three (3) months or less, and there is no answer, after the Employer calls the employee in the presence of a Shop Steward or the Union Business Agent, on at least two (2) occasions within two (2) different days.
  - c) If an employee has not been recalled to work for three (3) months or less, if the Employer calls him by telephone with a witness, and asks him to report for work at a specified place and time, and the employee refuses or does not report for work;

*“It shall be the employee’s responsibility to keep the Employer and the Union informed at all times of his current address and the telephone number where he can be reached.”*

- 6) Absence for twenty-four (24) months for illness or accident
- 14.3 General seniority shall be established from the first day of service. It shall serve to determine the vacation period.
  - 14.4 Notwithstanding Clause 14.3, when an employee transfers from one location to another location his classification seniority shall be established from the first day of work at the new location.
  - 14.5 Seniority shall be applied so as to grant preference to regular employees over part-time employees and to part-time employees over casual employees.
  - 14.6 A full-time employee who requests a transfer to a vacant part-time classification for a period of time may return to full-time only if a full-time classification is posted.
  - 14.7 The Employer shall deliver to the Union business agent every six (6) months, namely on March 1 and October 1, a seniority list including the employee's name, date of hire, social insurance number, classification, address and telephone number.

**CLAUSE 15**  
**DEFINITIONS**

It should be noted that the masculine pronoun includes the feminine to streamline the text.

15.1 Probationary employee

Any new employee shall be subject to a probation period of **480** working hours. However, when the Employer assigns new employees to a new customer or new customers, the probation period shall be at least six (6) months, subject to the number of hours defined in this paragraph. All new employees on a probation period mutually agree that the parties can extend the trial period in writing.

During this period, the employee cannot file a grievance in matters concerning disciplinary measures and/or dismissal except for as covered by Canadian Human Rights.

15.2 Regular full-time employee

Employee who has completed his probation period and who is usually scheduled for one (1) week of work of thirty-seven and a half (37.5) hours or more.

15.3 Part-time employee

Employee who has completed his probation period and who is usually scheduled for one (1) week of less than thirty-seven and a half (37.5) hours and who, from time to time, may work more than thirty-seven and a half (37.5) hours.

15.4 Casual employee

Employee who has completed his probation period and who is occasionally called upon to work during periods necessitating more employees where no regular or part-time personnel are available.

**CLAUSE 16**  
**SCHEDULING RULES**

16.1 In order to stabilize schedules of work, employees will be scheduled by the Employer in order of seniority by classification, based on operational requirements.

**CLAUSE 17**  
**JOB VACANCY**

- 17.1 a) It is understood and agreed that any vacant or new position that the Employer wishes to fill shall be posted on the bulletin boards reserved for this purpose.

Each vacant position shall be posted for five (5) consecutive days and shall indicate:

- the posting date,
- the department,
- the classification,
- the work team,
- the qualifications required to fulfill the normal requirements of the classification,
- a summary job description, and
- the status of the position.

- b) Interested employees shall, within five (5) days of the posting, apply in writing for the said job posting.

If they wish to withdraw their candidacy, they shall also do so in writing on the said job posting.

- c) Skill, competency and efficiency shall be the decision-making factors, to the Employer's satisfaction, and, all criteria being equal, general seniority shall be the decisive factor.
- d) When the Employer chooses one of the employees who have applied, the employee shall have a thirty (30) day trial period in his new position. If, during this period, the employee is deemed to be incapable of performing the job or if the employee so desires, he may return to the position he held previously, without loss of benefits, and revert to the wage he received in his former position.
- e) If an employee, with his consent, is assigned to a higher position than he usually occupies for a period of 3 hours or more, this employee shall receive the rate of the higher position. After the period is completed, the employee shall return to his former position with the same benefits and hourly rate he previously had. If the regular hourly rate for the replacement position is less than his own, the employee shall retain his regular hourly rate.
- f) In the event of a change of position, the employee assigned to this new position shall remain at his same wage during the training period. The supervisor shall determine the necessary training time.

The employee will have the right to grieve the matter if he believes that he has reached the skill to perform the new position but have not yet received the pay rate for the position.

**CLAUSE 18**  
**UNIFORMS**

- 18.1 When the Employer makes it mandatory to wear a uniform, the expenses shall be defrayed by the Employer for all employees.

**CLAUSE 19**  
**LEGAL HOLIDAYS**

- 19.1 a) The following days shall be considered to be legal holidays, regardless of whether they fall on a working day or a non-working day:

1. New Year's Day
2. Heritage Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Halifax Natal Day
7. Labour Day
8. **Truth and Reconciliation Day**
9. Thanksgiving
10. Remembrance Day
11. Christmas Day
12. Boxing Day

- 19.2 To be eligible for a statutory holiday with pay, an employee must:

- a) have worked on his/her last scheduled shift before, and the first scheduled shift after the holiday, except if he/she has been authorized to be off on either day.
- b) be entitled to receive pay for at least 15 days of the 30 calendar days before the holiday.

- 19.3 Employee will be paid for each statutory holiday based on the number of average daily hours worked for the previous four (4) weeks. That is to say, "the total number of hours worked divided by the number of days worked, to a maximum of 8 hours holiday pay."

If an employee must work on Christmas Day, Boxing Day or New Year's day, he/she shall be paid at time and one half (1.5) the regular rate of pay. If an employee must work on any of the other days indicated in clause 20.01, the employee shall be paid at straight time for the hours worked. In both cases, the employer shall grant him/her a one-day compensatory holiday. The holiday shall be taken on a date agreed between the Employee concerned and the Employer. In 2020, Canada Day will be included with Christmas Day, Boxing Day and New Year Day as getting time and one half (1.5) for working on the day.

- 19.4 If a holiday falls during an employee's scheduled day(s) off, the employee, may take another day agreeable with the Company, including the day immediately following the days off, or the employee may be paid according to the statutory holiday calculation method. Employees must inform the employer of their intention by completing the appropriate form.
- 19.5 An employee who receives a daily benefit from the *Workers' Compensation Board of Nova Scotia (WCB)* and/or an insurance plan on the day when said holiday falls may not claim payment for this day.
- 19.6 If a holiday falls during an employee's scheduled vacation period, the employee shall have one additional paid day off immediately following his vacation, or he/she may take another day agreeable with the Company or the employee may be paid according to the statutory holiday calculation method. The employee must inform the employer by completing the appropriate form.

**CLAUSE 20**  
**PAID VACATION**

- 20.1 An employee shall be entitled to annual vacation determined according to the years of service completed as at April 30 of the current year.

| <u>Completed year(s) of service</u> | <u>Weeks of vacation</u> |
|-------------------------------------|--------------------------|
| 1 year of service (4%)              | 2 weeks                  |
| 5 years of service (6%)             | 3 weeks                  |
| 9 years of service (8%)             | 4 weeks                  |
| <b>18 years of service (10%)</b>    | 5 weeks                  |

Part-Time and Casual Employees have the choice to:

- Take vacation time and be paid the corresponding percentage of gross wages accumulated
- Waive their vacation time and be paid the corresponding percentage of gross wages accumulated
- The employee may also choose to only take vacation time for the days earned.

- 20.2 An employee who, as at May 1 of a given year, has less than one (1) year of service, shall be entitled to one (1) day of vacation per month of work, up to a limit of ten (10) days, at

compensation equal to four percent (4%) of the wages earned between May 1 of the previous year and April 30 of the current year.

- 20.3 An employee who, as at May 1 of a given year, has completed one (1) year of service, shall be entitled to two (2) weeks of paid vacation at four percent (4%) of the wages earned between May 1 of the previous year and April 30 of the current year.
- 20.4 An employee who, as at May 1 of a given year, has completed five (5) years of service, shall be entitled to three (3) weeks of paid vacation at six percent (6%) of the wages earned between May 1 of the previous year and April 30 of the current year.
- 20.5 An employee who, as at May 1 of a given year, has completed nine (9) years of service, shall be entitled to four (4) weeks of paid vacation at six percent (8%) of the wages earned between May 1 of the previous year and April 30 of the current year.
- 20.6 An employee who, as at May 1 of a given year, has completed **eighteen (18)** years of service, shall be entitled to five (5) weeks of paid vacation at ten percent (10%) of the wages earned between May 1 of the previous year and April 30 of the current year.
- 20.7 a) Vacations shall be chosen in order of departmental seniority and always in accordance with the needs of each position by department.
- b) Employees shall announce the date of their vacations far enough in advance, namely before May 1 for summer vacations and before October 1 for winter vacations. If an employee does not submit his choices by those dates, he shall lose his seniority privilege for his vacations.
- c) The Employer undertakes to publish the schedule of vacations granted no later than two (2) weeks after the deadline for the employees' vacation requests.
- 20.8 The employer maintains the pay sequence during vacation periods. However, if the employee wishes to receive his vacation pay in the same pay period preceding his vacation, he can inform the employer by using the appropriate form.
- 20.9 If one or more prescribed legal holidays fall during a regular employee's annual vacation, he shall have the option either to take said holidays immediately at the beginning or end of his vacation period, or to be paid for the holidays. The regular employee shall notify his immediate superior of his choice at least two (2) weeks before the date of his departure for vacation.
- 20.10 The Employer may limit, in any department, the number of employees who may take their vacation at the same time.
- 20.11 Employees who have completed one (1) year or more of seniority may, after agreement with the Employer, split their vacation period into periods of one (1) or more weeks. These

vacations shall be paid by means of cheques divided into portions corresponding to the vacation period.

- 20.12 When an employee leaves the Employer's service, he shall be entitled to compensation for vacation accumulated up to his departure date. In case of death, these benefits shall be paid to his legal heirs.

**CLAUSE 21**  
**WORKING HOURS FOR EMPLOYEES**  
**PAID ON A REGULAR BASIS**

- 21.1 In accordance with the law, the necessary time without loss of wages shall be allocated to employees to allow them to exercise their right to vote in municipal, provincial or federal elections.
- 21.2 For each shift of over five (5) hours, the employee is entitled to an unpaid thirty (30) minute meal break, with the exception of employees who have been asked by the employer to remain at their workstation. In this case, the meal break will be paid.
- 21.3 All employees will be granted a paid fifteen (15) minute break for all or each portion of a shift of five (5) hours or more.

**CLAUSE 22**  
**OVERTIME**

- 22.1 Any overtime worked after nine hours per day or forty-four (44) hours per week shall be paid at time and a half. All hours worked by an employee of this bargaining unit, which can be bargaining unit work, and non-bargaining unit work as referenced in **25.10** shall be considered in the calculation of overtime.

**CLAUSE 23**  
**INSURANCE**

- 23.1 The Employer shall maintain in force, a group insurance plan including:
- life insurance,
  - short-term disability insurance (2nd payer), and
  - health insurance (prescription drugs and hospitalization).

The premium shall be shared equally between the Employer and the employee.

The employees eligible for the group insurance plan shall be regular full-time employees who have completed six (6) months of continuous service and employees who meet the requirements of regular full-time employee status for at least **forty (40)** weeks in the year before October 1 of each year.

When the employee is eligible he shall integrate the group insurance plan.

- 23.2 The Employer shall provide each employee with a detailing of all available benefits.

#### **CLAUSE 24** **PAYCHEQUES**

- 24.1 The Employer shall issue payroll so that all employees have forty-eight (48) full hours before a Saturday or a legal holiday.
- 24.2 The Employer undertakes to pay its employees every two (2) weeks.
- 24.3 The Employer's pay shall be remitted to him by direct deposit.
- 24.4 The amount of cumulative earnings and deductions shall be indicated on a stub provided to the employee.

#### **CLAUSE 25** **GENERAL WORKING CONDITIONS**

- 25.1 Employees paid on an hourly basis covered by this Agreement shall be paid at their regular wage rate, effective from the time they are considered to have reported to work according to the established directives.
- 25.2 All employees covered by this Agreement shall punch their own card, indicating their starting time and quitting time. Only in exceptional circumstances will representatives authorized by the Employer be authorized to punch for them.
- 25.3 The Employer shall cooperate with the employees who so request to facilitate further training, so that all employees can upgrade their qualifications, provided that management considers they have the aptitudes required.
- 25.4 No employee shall be obliged to operate dangerous equipment with which he is unfamiliar.
- 25.5 No employee shall be penalized if he refuses to work under conditions that do not comply with the safety legislation in force.
- 25.6 An employee who has completed his probation period and who is actively at work shall be entitled to be absent on the following grounds and for the following periods of time:

- 5 consecutive working days upon the death of his/her/their spouse, child, step-child, grandchild or step-grandchild. -Those days needs to be taken within 7 days of the occurrence.
- 4 consecutives working days upon the death of his/her/their parents or brothers/sisters or grandparents. Those days upon death of his/her/their parents or brothers/sisters or grandparents. Those days needs to be taken within 7 days of the occurrence.
- 1 working day upon the death of his/her/their parents-in-law, brother/sister-in-law.

One, any or all of the days can be worked and these worked bereavement days may be used later for travel to the funeral, or to use should the funeral, wake, celebration of life or memorial be held at a time beyond the standard bereavement period upon presentation of a valid proof.

The employee shall suffer no loss of wages for the day(s) normally prescribed in his schedule. The absence shall be justified by written proof in French or English, and shall be acceptable to the employer.

- 25.7 If a provision of the Collective Agreement is completely or partially contrary to a provision of a public order law, said provision shall be deemed not written and replaced by the relevant provision of the law.
- 25.8 An employee who is asked to replace his immediate supervisor or act as a team leader or as a supervisor shall receive an hourly premium of one dollar (\$1.00), paid in addition to his usual hourly rate.
- 25.9 An employee called upon to train a new employee shall receive an hourly premium of fifty cents (\$0.50), paid in addition to his usual hourly rate for each hour of training. This premium shall not apply to employees who already receive a supervisor premium. His immediate superior shall authorize the time, hours and duration of training.
- 25.10 Hostesses, secretaries, night auditor and employees assigned to the sales and administrative support as bookkeepers and general clerks shall be considered to be managers and shall not be covered by the certification and this Collective Agreement.
- 25.11 An employee is summoned by the Employer regarding a disciplinary action, said employee, if he so wishes, may be accompanied by a union representative.
- 25.12 An employee required to work through the night shift of 23:00 to 07:00 shall receive an hourly premium of **one dollar and twenty five cents (\$1.25)** per hour in addition to his usual hourly rate, for all hours worked through that time period
- 25.13 Personal or sick leave

Benefits for a regular full-time employee:  
 "Regular full-time employee:

- **End of probationary period = 1 day**
- 1 full year of service as of January 1st = **3 days**
- 2 full years of service as of January 1st = **4 days**
- 3 full years of service as of January 1st = **5 days**

Days must be taken each year. Days not taken yearly will be compensated on January of the following year **prorated to the amount of weeks worked in the year.**

25.14 An employee from a classification not subject to a gratuity who for the convenience of the employer is temporarily transferred to another classification not subject to gratuity for which the rate of pay is different from that in effect for such employee's regular classification, shall be paid while so employed as follows:

- (a) if the rate of pay for the classification to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate of pay.
- (b) if the rate of pay for the classification to which he is transferred is higher than the employee's regular pay, he shall receive the rate of pay for the classification to which he is temporarily transferred for the hours worked in the higher classification.

**CLAUSE 27**  
**RULES AND REGULATIONS**

27.1 The rules and regulations as defined in Schedule B are an integral part of this Collective Agreement.

**CLAUSE 28**  
**EDITING, PRINTING AND**  
**DISTRIBUTION OF THE AGREEMENT**

28.1 The editing and printing of this Collective Agreement shall be the Union's responsibility, but the Union and the Employer shall share the cost. The Employer also undertakes to distribute the Collective Agreements to each employee within one (1) week of their receipt.

**CLAUSE 29**  
**TERM**

29.1 This Collective Agreement is effective on the January 1<sup>st</sup>, 2023 and expires on December 31, 2026.

29.2 If either party to this Agreement wishes to negotiate the stipulations of this Agreement, at least eight (8) days' written notice of the date, time and place where its representatives are

ready to meet the other party or its representatives for the making of a new Collective Agreement shall be given within ninety (90) days before this Agreement expires.

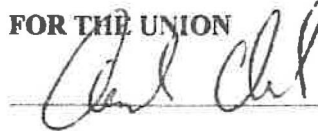
29.3 This Agreement shall remain in force until its renewal, and annually thereafter in the event either party fails to give notice of their desire to bargain amendments.

Dated at Halifax, this 22<sup>nd</sup> day of June 2023.

**FOR THE EMPLOYER**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_

ready to meet the other party or its representatives for the making of a new Collective Agreement shall be given within ninety (90) days before this Agreement expires.

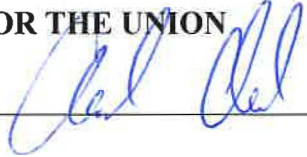
29.3 This Agreement shall remain in force until its renewal, and annually thereafter in the event either party fails to give notice of their desire to bargain amendments.

Dated at Halifax, this 04 day of July 2023.

**FOR THE EMPLOYER**

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

**FOR THE UNION**

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

**SCHEDULE A**  
**(an integral part of the Collective Agreement)**

|                    | 2022     | 2023 -(5%) | 2024- (4%) | 2025 (2,75%) | 2026 (2,5%) |
|--------------------|----------|------------|------------|--------------|-------------|
| Bartender / server | 14,76 \$ | 15,50 \$   | 16,12 \$   | 16,56 \$     | 16,98 \$    |
| Guest service      | 16,00 \$ | 16,80 \$   | 17,47 \$   | 17,95 \$     | 18,40 \$    |
| Laundry            | 15,38 \$ | 16,15 \$   | 16,79 \$   | 17,26 \$     | 17,69 \$    |
| Houseperson        | 15,38 \$ | 16,15 \$   | 16,79 \$   | 17,26 \$     | 17,69 \$    |
| Conference porter  | 14,76 \$ | 15,50 \$   | 16,12 \$   | 16,56 \$     | 16,98 \$    |
| Kitchen attendant  | 16,00 \$ | 16,80 \$   | 17,47 \$   | 17,95 \$     | 18,40 \$    |
| Prep cook          | 18,50 \$ | 19,43 \$   | 20,20 \$   | 20,76 \$     | 21,28 \$    |

**SCHEDULE B**  
**(An integrant part the of Collective Agreement)**

**Disciplinary action**

1. For all offences committed, any of the following actions may be taken, not necessarily in this order: oral warning, written warning, suspension, demotion, dismissal. They shall be proportional to the gravity of the act and shall be applied progressively.
2. Any employee who is the object of disciplinary actions such as written warning, suspension, demotion or dismissal may submit his case to the grievance procedure.
3. When the Employer imposes a disciplinary sanction on an employee, the Employer shall give the employee written notice.
4. An employee may consult his file between 9 a.m. and 5 p.m. from Monday to Friday after making an appointment with the person authorized for this purpose by the Employer.

5. The decision to impose a disciplinary action shall be communicated to the employee within ten (10) days of knowledge of all the relevant facts. If the disciplinary action involves a suspension, this shall be applied as soon as possible.
6. No disciplinary action shall appear in an employee's file if it dates more than twelve (12) months back or more than twenty-four (24) months back in the case of a repeat offence.
7. When a customer gives the Employer written notice that he no longer wishes or does not wish to have the service of an employee for any other reason than a shortage of work:

|                         |  |
|-------------------------|--|
| 1 <sup>st</sup> offence | He shall be removed immediately from the list of employees assigned to this customer and shall be reassigned to another customer in accordance with clause 13.2 b).                  |
| 2 <sup>nd</sup> offence | He shall be removed automatically from the list of employees assigned to this customer, suspended for three (3) weeks and subsequently reassigned in accordance with clause 13.2 b). |
| 3 <sup>rd</sup> offence | Dismissal.   |