



Newfoundland and Labrador Association of Public and Private Employees

## COLLECTIVE AGREEMENT

Between

GESTION COLIMAT INC.

And

NEWFOUNDLAND AND LABRADOR ASSOCIATION  
OF PUBLIC AND PRIVATE EMPLOYEES

October 27, 2020 – August 30, 2022

THIS AGREEMENT made this 27 day of October, Anno Domini,  
Two Thousand and Twenty.

BETWEEN:

**GESTION COLIMAT INC.**

of the one part;

**AND**

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

of the other part;

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

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Purpose	1
2 Management Rights	1
3 Interpretations and Definitions	1
4 Recognition	3
5 Union Security	4
6 Sexual/Personal Harassment and Discrimination	7
7 Contracting Out	7
8 Grievance Procedure	7
9 Arbitration	10
10 Labour Management/Occupational Health & Safety Committee	11
11 Adverse Weather Conditions	11
12 Probation, Discipline and Personnel File	12
13 Seniority	14
14 Promotions and Staff Changes	15
15 Layoff and Recall	17
16 Hours of Work and Work Schedule	18
17 Overtime	19
18 Holidays	20
19 Vacation	21
20 Sick Leave	23
21 Bereavement Leave	24
22 Leave Other	24
23 Strikes and Lockouts	27
24 Payments of Wages and Allowances	27
25 Termination of Employment	27
26 Salaries	28
27 Health and Safety	28
28 Duration of Agreement	29
29 Insurance Plan	29
Schedule "A" – Classification and Salaries	30

ARTICLE 1    PURPOSE

- 1.01            The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the company, the employees and the Union and to set forth certain terms and conditions of employment relating to general working conditions affecting employees covered by this Agreement.
- 1.02            The parties herto desire to promote the economic efficiency of the operations understanding that this would be mutually beneficial to all stakeholders including employees as set forth in this agreement.

ARTICLE 2    MANAGEMENT RIGHTS

- 2.01            The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Hotel and to direct the working forces is vested exclusively with the Company without restriction except as specifically abridged or modified by the express provisions of this Agreement.

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

ARTICLE 3 INTERPRETATIONS AND DEFINITIONS

- 3.01            (a)    "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 4.
- (b)    "Classification" means the identification of a position by reference to a class and pay rate as outline as Schedule "A".
- (c)    "Common-law Spouse" relationship is said to exist where, for a continuous period of at least twelve (12) months, an employee has lived with a person of the opposite or same sex, publicly represented that person as his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.
- (d)    "Day of Rest" means a calendar day in which the employee is not ordinarily required to perform the duties of his/her position other than:
- (i)    A designated holiday;
- (ii)   A calendar day on which the employee is on a leave of absence.
- (e)    "Day" means a working day unless otherwise noted in the Agreement.
- (f)    "Employee" means any person employed to do work in a classification which falls within the bargaining unit.

- (g) "Employer" means Gestion Colimat Inc.
- (h) "Full-time employee" is an employee who has completed their probationary period and who normally works thirty-two (32) hours or more per week consecutively for a period of six (6) months. All full-time employees, on a seniority basis, shall be scheduled for up to forty (40) hours.
- (i) "Grievance" a grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours on a calendar day designated as a Holiday, as outlined in Article 18.
- (k) "Lay off" is defined as the cessation of employment due to lack of work for a period of seven (7) consecutive days or more or the abolition of a classification. The employee will maintain their recall rights subject to Article 15 - Layoff & Recall.
- (l) "Leave of Absence" means the absence from duty with the permission of the Employer.
- (m) "Notice" means a notice in writing which is delivered by hand or delivered via electronic mail with delivery confirmation.
- (n) "Part-time employee" is an employee who has completed their probation period and who works less than thirty-two (32) hours per week consecutively for a period of eight (8) weeks. All part-time employees, on a seniority basis, will be scheduled for up to 32 hours.
- (o) "Probationary employee" means any employee who has not completed his/her probationary period within the meaning of Clause 12.01 of this Collective Agreement.
- (p) "Overtime" means work performed by an employee in excess of forty (40) hours in a week.
- (q) "Schedule" means in writing and posted in an accessible place to all employees
- (r) "Seniority" is an employee's length of service and date of hire with the Employer in the bargaining unit. Seniority shall be applied so as to grant preference to regular full-time employees over part-time employees.

- (s) "Service" means any period of employment, excluding overtime, either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer.
- (t) "Union" means the Newfoundland & Labrador Association of Public and Private Employees.
- (u) "Week" means a period of seven (7) consecutive days starting at 00:01 hours Sunday and ending 24:00 hours on the following Saturday.
- (v) "Year" means a calendar year unless otherwise stipulated in this Agreement.

#### ARTICLE 4 RECOGNITION

##### 4.01 Recognition

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 within the meaning of the Certification Order of the Labour Relations Board, with the exception of the managers, the employees specifically excluded by the collective agreement and automatically excluded by law.

##### 4.02 Inclusions/Exclusions

In the event of a dispute on inclusions or exclusions in the Bargaining Unit the Employer agrees to meet with the Union to discuss. Should the parties be unable to agree, the matter may be referred by either party to the Labour Relations Agency.

##### 4.03 No Other Agreements

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

##### 4.04 Discrimination

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

4.05 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement shall not perform duties assigned to employees within the Bargaining Unit except for the purposes of instruction, experimenting, emergencies or when employees are not readily available, or as may otherwise be mutually agreed by the parties.

4.06 Gender Singular and Plural

For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicate the singular and vice versa as the context may require.

ARTICLE 5 UNION SECURITY

5.01 Deduction of Union Dues

The Employer shall, as a condition of employment, deduct from the bi-weekly pay of every member of the bargaining unit an amount equal to the regular bi-weekly membership dues of the Union.

5.02 Notification of Union Dues

The amount of the regular dues shall be authorized by the Union and the Union shall notify the Employer of any changes therein in writing at least one (1) month prior to the effective date of such change.

5.03 Remittance of Union Dues

Deductions shall be forwarded to the President of NAPE by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The cheque shall be accompanied by a list which shows the employee's full name, Social Insurance Number, classification and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.

5.04 T-4 Slips

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

5.05 Temporary Assignment Outside the Bargaining Unit

- (a) No employee shall be temporarily assigned outside the bargaining unit without their consent. An employee temporarily assigned outside the bargaining unit may return to their bargaining unit position giving the Employer two (2) weeks' notice. The employer has the right to return the employee to its formal classification without notice.
- (b) Employees who are temporarily assigned outside the bargaining unit shall maintain their position on the seniority list and have access to the Grievance Procedure.
- (c) Employees who are temporarily assigned outside the bargaining unit shall continue to pay Union dues.
- (d) Employees who avail of a temporary assignment will only maintain their bargaining unit position for a period of up to one year. Extensions of greater than one year shall be discussed with the Union for approval.
- (e) Employees who are designated by the Employer to perform Team Lead duties and responsibilities shall be compensated one dollar and twenty-five cents (\$1.25) premium above their regular rate of pay.

5.06 Stewards

The Employer acknowledges the right of the Union, to appoint or elect two (2) Shop Stewards. The Union shall notify the Employer in writing, of the name of the Stewards before the Employer shall be required to recognize them. The 2 shop stewards must be from a different classifications.

5.07 Employee Rights

Employees are encouraged to present their concerns to the Employer.

5.08 New Employees

- (i) advise each new employee that the terms and conditions of his/her employment are governed by the provisions contained in a collective agreement;
- (ii) provide the employee with a copy of the Collective Agreement from among those provided to the Employer by the Union for that purpose;
- (iii) provide the employee with contact information for the Shop Steward, Local President or any other Union representative. (An updated list must be provided by the Union);



- (iv) provide the employee with a Union card provided such cards are provided to the Employer by the Union.

5.09 Bulletin Boards

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

5.10 Union Leave for Processing Grievances and Complaints

- (a) Shop Stewards of the Union shall be permitted attendance at grievance meetings with the Employer, without loss of earnings.
- (b) Any employee who is a necessary witness at a grievance meeting or at an arbitration hearing, established under this Agreement, shall be permitted such time off as may be necessary to enable them to give evidence at such hearing. The allowing of any such time off shall be subject to the employee having obtained permission from their immediate supervisor to leave their work. Such permission shall not be unreasonably withheld and all such time off during an employee scheduled working hours shall be without loss of pay.
- (c) Processing of Grievances  
Shop Stewards shall suffer no loss in pay for time reasonably spent processing grievances. It is agreed that Shop Stewards shall not absent themselves from their workstation/location for the purpose of handling grievances without first obtaining the permission of the Manager or designate. Such permission will not unreasonably be withheld.
- (d) The Employer will provide, whenever available, a meeting room to be used by employees and Shop Stewards in the Grievance Procedure.
- (e) The Employer recognizes the right of employees to be represented by a representative of the Union at any step in the Grievance and Arbitration Procedure

ARTICLE 6   SEXUAL/PERSONAL HARASSMENT AND DISCRIMINATION

6.01        (a)    Sexual and Personal Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment as defined in the *Newfoundland and Labrador Human Rights Act*. The Employer shall undertake to investigate alleged occurrences of harassment with all possible dispatch.

(b)    No Discrimination

The Employer agrees that there shall be no discrimination in employment as per the current Newfoundland and Labrador Human Rights Act. The Employer agrees, further, that there shall be no discrimination by reason of an employee's membership or activity in the Union.

ARTICLE 7   CONTRACTING OUT

7.01        Subject to Article 17.01, the Employer agrees that it will not, during the life of this Agreement, contract out work that is normally performed by employees in the bargaining unit or could be performed by persons who could otherwise be employed in the bargaining unit, except under emergency circumstances or when employees are not readily available. This does not eliminate the responsibility of the employer to properly plan and schedule to meet potential needs of the customer(s).

ARTICLE 8   GRIEVANCE PROCEDURE

8.01        The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

8.02        (a)    Settling of Grievances

An earnest effort shall be made by the Employer and employee to settle complaints/grievances fairly and promptly. Should the employee consider the complaint justified, the complaint will move to step one of the Grievance Procedure.

### Step 1

Subject to Clause 12.01, an employee may present a grievance to their Supervisor and the Human Resources department or designate within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. The Supervisor and/or Human Resources Department or designate shall render a written decision within five (5) days after receipt of the grievance.

### Step 2

Should the decision rendered at Step 1 be unsatisfactory, or should no decision be rendered, the grievance shall be submitted to the Human Resources Department or designate within five (5) days after receiving the decision at Step 1, or where no decision was rendered, within five (5) days after the expiry of the time for doing so. The Human Resources Department or designate shall render a written decision within five (5) days after receipt of the grievance at Step 2.

### Step 3

Should the decision rendered at Step 2 be unsatisfactory, or should no decision be rendered, the grievance shall be referred to a meeting with the Human Resources department or designate and a representative of the Union within five (5) days after receiving the decision at Step 2, or where no decision was rendered, within five (5) days after the expiry of the time for doing so. The meeting shall take place within ten (10) days after receipt of the grievance at Step 3.

- (b) In situations whereby the Employer does not have three (3) levels of Employer representatives, the grievance shall commence at Step 2.

8.03

### Policy Grievance

Where a policy grievance is initiated by either the Union or the Employer, it shall be filed with the Human Resources department or designate of the Union, as the case may be, within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the party filing

same became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Clause 8.02, with the responding party being the Human Resources Department or designate or the Union, as the case may be.

8.04 Group Grievance

Where a number of employees have similar grievances and each employee would otherwise be entitled to grieve separately, they may present a group grievance to the Human Resources department or designate within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the employees became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Clause 8.02.

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek redress with the Employer in the manner provided for in the Grievance Procedure.

8.05 Grievance for Unjust Discharge

Subject to Clause 12.01, an employee claiming that he/she has been unjustly discharged, may submit a grievance directly to the Human Resources Department or designate within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Clause 8.02.

8.06 Mediation

Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the Department responsible for Labour Relations if a settlement can be reached. If no settlement is reached, the Grievance Procedure shall resume at the point it had reached at the time of such submission.

8.07 Mandatory Time Limits

The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.

- 8.08 In calculating the time limits set out in the Article; Saturdays, Sundays and the paid holidays listed in this Collective Agreement shall be excluded.
- 8.09 No grievance, once properly commenced, shall be defeated or denied by technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a subsequent step in the Grievance Procedure.

#### ARTICLE 9 ARBITRATION

- 9.01 In the event that a grievance is not satisfactorily resolved at the conclusion of Step 3 of Clause 8.02, the grieving party may, by written notice to the other party given within 20 days of the Step 3 meeting or where no meeting was held, within 20 days after the expiry of the time for conducting such meeting, refer the matter to arbitration in accordance with this Article.
- 9:02 Upon receipt of notice of arbitration pursuant to Clause 9.01, the parties shall endeavor to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within 30 days after the date of the notice of arbitration, apply to the Minister for Department responsible for Labour Relations in charge of Labour Relations for the appointment of an arbitrator who shall make a decision on the grievance that is final and binding upon the parties and upon the persons on whose behalf this Agreement was made.
- 9:03 The arbitrator shall not have any power to alter, change, add to or detract from this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms of this Agreement.
- 9:04 Each of the parties shall pay an equal share of the fees and expenses of the arbitrator.
- 9:05 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.
- 9:06 In calculating the time limits set out in this Article, Saturdays, Sundays and paid holidays listed in this Collective Agreement shall be excluded.
- 9:07 Provided that the Employer receives at least five (5) days' notice that an employee is required to attend an arbitration hearing as a witness, he/she will not lose seniority or benefits of the Collective Agreement and will be compensated for any scheduled hours of work missed as a result of such attendance that cannot be re-scheduled within the given payperiod.

ARTICLE 10 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

10.01 Labour Management Committee

It is agreed that a Labour Management Committee comprised of one (1) Bargaining Unit representative and one (1) Employer representative will meet at least once per quarter, or as the need arises, as mutually agreed.

The following matters may be discussed:

- (a) Reviewing suggestions from employees, questions of working conditions and service, if not covered by the Occupational Health and Safety Committee.
- (b) Other problems and matters of mutual interest which affect the relationship that are not properly the subject matter of a grievance or negotiations.

10.02 These meetings shall not supersede the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

10.03 Occupational Health and Safety Committee

The parties agree to comply with the *Occupational Health and Safety Act* and applicable regulations thereto. Recognizing its responsibilities under the Act, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) Bargaining Unit representative selected or appointed by the Union. Such committee shall promote safety and sanitary practices within the workplace.

ARTICLE 11 ADVERSE WEATHER CONDITIONS

11.01 Where it is determined that because of severe weather conditions employee(s) who are unable to return to their homes shall be given a room, if available, at the hotel until such time as it is deemed by Highway Officials and Police Services that an employee(s) can return to their home safely.

11.02 In situations where expected occupancy is less due to inclement weather, and hours worked are less than anticipated, employees shall be paid for hours worked or three (3) hours, whichever is greater.

11.03 When an employee is requested by the Employer to stay overnight, the employee will be served proper meals during employee's stay.

- 11.04 When an employee, through no fault of his/her own, is unable to report for work because of a state of emergency, declared by either the Employer or the appropriate provincial or municipal authority, such employee may use accumulated vacation time to make up the time lost due to not reporting for work.
- 11.05 Employees may choose to use vacation pay, if available, if they are unable to report to work due to severe weather conditions.
- 11.06 Employees shall not receive any disciplinary action from the Employer due to their inability to report to work because of severe weather conditions.

## ARTICLE 12 PROBATION, DISCIPLINE AND PERSONNEL FILE

### 12.01 Probationary Period

Employees shall serve a probationary period of three (3) months with a minimum of three hundred and eighty (380) hours worked. At any time prior to the completion of such period, the Employer may, without cause and without notice, dismiss an employee for reasons of unsuitability or incompetence, as determined by the Employer. Such dismissal shall not be subject to the Grievance Procedure or arbitration.

An employee's probationary period may be extended by mutual agreement in writing between the Employer and the Union.

### 12.02 Discipline

#### (a) Notification

The Employer has the right to discipline and discharge employees for just cause. Where the Employer is considering taking any form of disciplinary action against an employee, the Employer shall conduct its investigation in an expeditious manner. The Employer shall notify the employee, in writing, of any disciplinary action within five (5) days upon completion of their investigation of the matter provided that the Union and Employer may agree in writing to an extension of this time period.

In calculating the time limits set out in this Article, Saturdays, Sundays and paid holidays listed in this Collective Agreement shall be excluded.

#### (b) Right to Representation

Where an employee is required to attend a meeting with the Employer to be discharged, suspended or given a written warning, or to discuss a matter for which some level of written discipline is being considered,

the Employer shall advise the employee that they have a right to be accompanied by a Steward or NAPE Representative should a Steward not be unavailable. The employee will be informed of the nature of the meeting and be given as much advance notice as possible. It is the responsibility of the employee to inform their Steward or NAPE Representative, if they choose to have representation, the employee should inform the employer as soon as possible of their representation. All parties agree to schedule meetings at a mutually agreed upon time within a reasonable time frame.

(c) Justice and Dignity

Where an employee is suspended as part of an ongoing investigation conducted by the Employer, the employee shall be compensated for all lost time when it is determined that the employee was innocent of any wrongdoing. The Employer shall take all reasonable efforts to conclude the investigation within a one (1) week period.

(d) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged by the Employer, the employee shall be reinstated without loss of seniority and compensated in a just and equitable manner in the opinion of the parties or in the opinion of an arbitrator if the matter is referred to such arbitration.

(e) Liability Indemnity for Legal Fees

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of their duties, provided that the Employer is satisfied that the employee performed duties as required by the Employer. This does not apply where the employee has been justly disciplined for a willful act or omission leading to a criminal charge. No compensation shall be paid for legal counsel not pre-approved by the Employer.

12.03

Personnel File

- (a) Upon request and after giving the Employer five (5) days' reasonable notice, an employee shall be allowed to inspect a copy of their personnel file in the presence of a representative of the Employer and, upon request, shall be given a copy of any document not previously provided to the employee. If an employee is subject to discipline, they shall be entitled to a copy of any document in the file. Employees may be accompanied by a representative of the Union when inspecting their file, if they choose.



- (b) In the event that an employee is disciplined, the records pertaining to such discipline shall be removed from the personnel file of the employee eighteen (18) months following the disciplinary action, provided there has been no discipline in the intervening period. It shall be the responsibility of the employee to see that such documents are removed.
- (c) No disciplinary measure shall be used in disciplinary proceedings against an employee unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

### ARTICLE 13 SENIORITY

#### 13.01 Seniority Defined

Subject to Clause 13.05 seniority ranking for all employees shall be determined by an employee's length of service since their date of hire with the Employer. Seniority shall operate on a bargaining unitwide basis.

#### 13.02 Seniority List

The Employer shall maintain a seniority list for all employees. An up-to- date seniority list shall be sent to the Union and posted after the 13<sup>th</sup> and 26<sup>th</sup> pay of each year. The seniority list for all employees shall show, subject to Clause 13.05, the length of service since their date of hire with the Employer. The Union can contest the new list within thirty (30) days of posting.

#### 13.03 Probationary Seniority

After the completion of the probationary period as specified in Clause 12.01, employees shall be credited with seniority; service from the date of hire.

#### 13.04 Accumulation of Seniority other than for Time Actually Worked

Unless otherwise specified in the Agreement, employees shall accumulate seniority in the following cases:

- (i) Vacation Leave
- (ii) Sick Leave with Pay
- (iii) Sick Leave without Pay
- (iv) Maternity/Parental/Adoption Leave
- (v) Worker's Compensation
- (vi) Family Leave
- (vii) Temporary work outside bargaining unit

13.05

Preamble

Seniority, service status and employment, once acquired, will be lost for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for cause, and is not reinstated by an Arbitrator or under the grievance procedure;
- (c) Absence from scheduled work for two (2) consecutive days without actual notice to the Employer, unless there are mitigating factors that prevent the employee from doing so.
- (d) Failure to return to work within five (5) working days of written notice of recall sent by verifiable mail to the last known address according to the records of the Company.
- (e) Lay off for twelve (12) months following date of lay off.
- (f) If after twenty-four (24) months, there is no reasonable prospect for a an employee to return to work, based upon medical evidence.
- (g) Failure to return on scheduled day following an authorized leave of absence without an explanation satisfactory to the Company.

Employees shall be responsible for notifying the Company of any changes in address and/or phone number.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01

Job Postings

When a vacancy occurs or a new classification is created within the bargaining unit, the Employer shall post notices of the position in accessible places in the Employer's premises for a period of not less than six (6) calendar days. Copies of all postings will be provided to local Stewards.

14.02 Information on Postings

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

14.03 (a) Procedure for Filling Vacancies

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

(b) Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why they were unsuccessful.

14.04 Notification of Appointment

The Employer shall post on the Bulletin Board the name of the successful applicant within twenty-one (21) working days of the date of appointment to a vacant position.

14.05 Changes in Pay on Promotion

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

14.06 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established classification within the bargaining unit, or when a new classification is created within the bargaining unit, employees who apply for the position(s) shall be evaluated on skill, competency and efficiency as decision-making factors, to the Employer's satisfaction, and, all criteria being reasonably equal, general seniority shall be the decisive factor.

14.07 Trial Period

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

14.08 Duty to Accommodate

The Employer and the Union recognize their duty to accommodate employees who are unable to perform the regular duties of the position due to a disability, to the point of undue hardship as per the Newfoundland and Labrador Human Rights Act.

ARTICLE 15 LAYOFF AND RECALL

15.01 Both parties recognize that job security shall increase in proportion to seniority.

15.02 In case of lay-off, the employee with the greatest seniority shall be the last to be laid off.

15.02 Role of Seniority in Layoff

In the event of a layoff, an employee(s) shall be laid off in reverse order of seniority provided those employees being retained are available.

15.03 Recall Procedure

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

15.04 Employees who are recalled into a position with a different rate of pay shall be paid for that classification to which they move.

15.05 For the purpose of this Agreement, the classifications are listed in "Appendix A".

15.06 No employees shall be hired until those laid off have been given an opportunity of recall, provided that those to be recalled are qualified and able to perform the work required.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16.01 Regular Work Week

- (a) The normal work week for full time employees may be up to five (5) working days consisting may be up to forty (40) hours per week and the normal work day may be up to eight (8) hours.
- (b) This section is intended to define the normal hours of work for employees but shall not be construed as a guarantee of hours of work per day or per week.
- (c) The parties recognize that job security should increase with an employee's length of service. In keeping with this principle, the Employer will schedule employees on a seniority basis to a maximum of forty (40) hours per week, subject to occupancy.
- (d) Employees shall not be scheduled for a shift of less than three (3) hours' duration. Employees required to attend staff meetings shall be paid at a minimum of three (3) hours at their regular rate of pay, if the meeting is held outside their scheduled shift. A meeting prior to the beginning or at the end of an employee's shift will extend the employees shift at straight time. The employer agrees to provide a minimum of three (3) hours work, however if the employee chooses not to work the minimum three (3) hours, the employee will only be compensated for the time worked at a minimum of one (1) hour.

16.02 Rest Period

Employees will be allowed a fifteen (15) minute paid rest period during each shift of four (4) hours duration.

16.03 Meal Period

Employees who are scheduled to work for greater than five (5) hours shall have an unpaid meal period for one half (½) hour duration.

16.04 Schedules of Work

Work schedules shall be posted at the place of work on Thursday of every week. These work schedules should not be construed as guarantee of hours of work for that week and are subject to change based on the occupancy rate of the hotel.

16.05 Preference of Shifts

Preference for shifts shall be given to qualified employees in accordance with their seniority.

16.06 Split Shifts

Split shifts shall only be scheduled for no less than three (3) hours with no more than one (3) hours between each splits.

16.07 Days Off

Management will do it's best to arrange work schedules so that employees may have (2) two consecutive days off each week subject to the workload demand and availability of personnel, and such practice will be adhered to whenever possible. Subject to this Clause, the Employer shall consider weekend assignments on a rotational basis where possible.

16.08 Practical to do so, in the event of an employee's unforeseen absence from work, the Employer, where possible, will offer the shifts in order of seniority to employees in the same classification first and then to employees who are fully capable and qualified to perform work. Fully capable and qualified employees may opt out to be called to this classification if they choose to do so.

16.09 The employer will consider and attempt to allocate workloads on an equitable basis.

16.10 Temporary Assignment

Employees who are called in to perform their regular work and are temporarily assigned by the Employer to a lower-rated job classification shall maintain their regular rate of pay during such assignment. In the event such employee is temporarily assigned by the Employer to a higher- rated job classification for a period in excess of one (1) hour, they shall receive the rate of the classification to which they are assigned.

16.11 In cases where the employee's work schedule is changed, the Employer will give the employee as much notice as possible, with a minimum of 12 hours' notice, before the employee reports to work.

Subject to the above, in the event that employees have their shifts cancelled without a minimum of one (1) hour proper notice, employees shall be compensated with three (3) hours pay.

ARTICLE 17 OVERTIME

17.01 (a) Authorized overtime performed in excess of forty (40) hours per week, shall be paid at the rate of time and one half (1½) of the employees' regular rate of pay. Employees shall not have future shifts cancelled for the prevention of overtime.

- (b) Overtime less than 4 hours will be offered to the employees on duty, in order of seniority in the job classification in which overtime is necessary. Should the Employer be unable to obtain enough personnel to perform the required work, the Employer may assign the necessary employee(s) in reverse order of seniority amongst the employees in the classification who are on the work premises
- c) Overtime shall be reasonably distributed among employees. Employees shall be allowed to refuse overtime. An employee who has been requested to work overtime, but refuses shall be recorded as having refused the overtime thus relinquishing any claim in that rotation for overtime pay.

#### ARTICLE 18 HOLIDAYS

18.01 (a) The following paid holidays shall be provided:

New Year's Day  
Good Friday  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

- (b) Where an employee works on a paid holiday identified in Clause 18.01 (a), they are entitled to receive wages at twice their regular rate for the hours worked on the holiday.
- (c) An employee who does not work on a paid holiday identified in Clause 18:01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the scheduled shift prior to and after the paid holiday. The employee is entitled to an average day's pay for the paid public holiday even though no work was performed on the day

To establish the rate at which the employee must be paid requires multiplying the employee's hourly rate of pay by the average number of hours worked in a day by the employee in the 3 weeks immediately preceding the holiday.

- (d) If an employee works less hours on the paid holiday than they would normally work, the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular day's pay as calculated in Clause 18:01(c).

ARTICLE 19 VACATION

19.01 The Company recognizes the need for rest and recreation on the part of employees and has, therefore, provided the following Vacation Plan. All employees are entitled to an annual vacation, whose length and payment are determined by the number of years of service as of April 30<sup>th</sup> of the preceding year. An employee who has completed:

19.02 (a) Less than one (1) year of continuous service with the Employer shall receive a vacation calculated on the basis of one (1) day per each month of completed service up to a maximum of ten (10) days, paid at the rate of four percent (4%) of the employee's salary earned during the reference year.

(b) One (1) year of continuous service is entitled to two (2) weeks' annual vacation paid at the rate of four percent (4%) of the employee's salary earned during the reference year.

(c) Five (5) years of continuous service, is entitled to three (3) weeks' annual vacation paid at the rate of six percent (6%) of the employee's salary earned during the reference year.

(d) Ten (10) years of continuous service, is entitled to four (4) weeks' annual vacation paid at the rate of eight percent (8%) of the employee's salary earned during the reference year.

(e) Years of Company Service	Vacation Entitlement
Less than one year	0 to 10 days
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years +	4 weeks



Part-time employees may request vacation pay in lieu of vacation. Any outstanding balance will be paid to the part-time employee in May following the appropriate reference year.

- (f) An employee who does not submit his/her choice of vacation periods within the required time frame or who must delay or modify their choice of vacation period will not be able to use their seniority to bump the vacation period of another employee.
- (g) Employees shall be granted two (2) consecutive weeks off each calendar year for the purpose of vacation, provided that the employee provides at least thirty (30) days written notice of their request, every reasonable effort will be made to grant the employee the vacation time as requested. Requests for vacation during the months of June to September must be submitted, in writing, to the Employer no later than April 15<sup>th</sup>. For the purpose of this Clause, the final vacation schedule shall be posted by the 15<sup>th</sup> of May. The Employer shall consider extraordinary circumstances for junior employees when approving vacation schedules.
- (h) Any employee wishing to change a vacation period(s) after the schedule is posted may submit a Vacation Change Request with their Supervisor. The change will be accommodated subject to operational requirements. Seniority cannot be used to bump the scheduled vacation of a less senior employee.
- (i) Vacation Pay shall be paid out in accordance with the usual payroll practices of the Employer at the time an employee takes vacation. Once vacation time has been requested and approved any additional vacation must be approved by management.
- (j) Employees shall have the right to refuse to work during periods of approved annual leave.
- (k) An employee may carry forward no more than forty (40) hours of vacation pay to the next calendar year. The vacation must be taken the following year.
- (l) The choice of vacation period(s) for each employee shall be subject to the Employer's staff requirements and will be approved by the Employer if more than one (1) employee chooses the same vacation periods and if the Employer deems it necessary to limit the number of employees that may be on vacation at any particular time, seniority will determine the employee that will be granted that particular time off for vacation.

- (m) Upon the death of an employee, vacation pay earned but unpaid shall be paid to the employee's estate.
- (n) Requests for vacation leave of short duration shall be accommodated whenever possible.

ARTICLE 20 SICK LEAVE

20.01 Sick leave means a period of time that an employee has been permitted to be absent from work by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

20.02 Sick Leave Entitlement

Benefits for a regular full-time employee (start on January 1st, 2021, based on original date of hire):

One (1) day of a personal or sick leave per year after one (1) full year of service as of January 1st, of each year

Two (2) days of personal or sick leave per year after two (2) full years of service as of January 1st, of each year

Three (3) days of personal or sick leave per year after three (3) full years of service as of January 1st, of each year

These days must be taken each year. Days not taken yearly by the employee will be compensated on January of the following year.

20.03 Proof of Sickness

Before receiving sick leave, an employee may be required by the Employer to produce a medical certificate for sickness in excess of two (2) consecutive working days. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.

20.04 An employee who is injured during working hours and is required to leave work for treatment or is sent home as a result of the injury shall be paid for the time remaining in their scheduled shift at their regular rate of pay, without deduction from sick leave.

ARTICLE 21 BEREAVEMENT LEAVE

- 21.01 (a) An employee shall be entitled to bereavement leave with pay, as follows:
- (i) three (3) days in the case of the death of an employee's spouse, child, brother, sister, parent, stepparent, stepchild, father-in-law, mother-in-law, common law spouse, son-in-law, daughter-in-law, grandparent, grandchild, stepsister or stepbrother;
  - (ii) one (1) unpaid day in the case of the death of an employee's sister-in-law, brother-in-law, aunt or uncle.
- (b) If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave, as per Clause 21.01 (a) (i) and (ii), and be credited the appropriate number of days to annual leave.
- (c) For purposes of this Article, "bereavement leave" means the number of days that an employee is scheduled to work between the date of death and the day after the funeral for the deceased. If requested, additional days off may be granted without pay.

ARTICLE 22 LEAVE OTHER

22.01 Family Leave

- (a) Subject to Clause 22.01 (b), an employee shall be granted three (3) unpaid Family Leave days to:
- {i) Attend to the temporary care of a sick family member living in the same household;
  - {ii) Attend meetings with school authorities concerning a dependent child;
  - (iii) Attend to the needs related to home or family emergency; or
  - (iv) Accompany a dependent family member living in the same household on a dental or medical appointment
- (b) In order to qualify for family leave, the employee shall:
- (i) Provide as much notice to the Employer as reasonably possible;
  - (ii) Provide to the Employer valid reason why such leave is required;

- (iii) Where appropriate, and in particular with respect to (ii) and (iv) of 22.01(a), have endeavored to a reasonable extent to schedule such events during off duty hours; and
- (iv) The employee may be required to provide verification of circumstances resulting in request for family leave.

22.02 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, with no loss of seniority, or accumulative benefits to an employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon a court as a witness in a court proceeding. The employee will present proof of such attendance. Compensation to employee will be in accordance with legislation.

22.03 Leave for Negotiations

Where operational requirements permit, and provided at least fourteen (14) days' written notice has been provided to the Employer in advance, leave without pay and without loss of seniority shall be granted to up to two (2) employees who are members of the Union's Negotiating Committee while attending negotiations with the Employer. This leave should be contingent on operational requirements.

22.04 Leave Without Pay for Union Business

- (a) Where operational requirements permit, and provided at least fourteen (14) days' written notice has been provided to the Employer in advance, the Employer may grant leave of absence without pay and without loss of seniority for a period of one (1) year for an employee selected for a full-time position with the Union. The period of leave of absence may be renewed if request is received in writing thirty (30) days prior to the renewal and provided the Employer agrees. Employees will not accrue any service or benefits, except seniority, during such an absence.
- (b) Where operational requirements permit and provided fourteen (14) days' written notice, the Employer may grant leave of absence without pay to employees to attend Union workshops, conferences or other Union business.

22.05 Pregnancy Leave and Parental Leave

- (a) Maternity and Parental leave will be granted in accordance with the *Labour Standards Act* unless otherwise amended herein.
- (b) An employee who is pregnant shall be entitled, upon application, to maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The employee shall give the

Employer at least two (2) weeks' written notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.

- (c) (i) An employee who is the parent of a child shall be entitled, upon application, to parental leave without pay to commence no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The employee shall give the Employer at least two (2) weeks' written notice of the date the leave is to begin.
- (ii) An employee who is the parent of a child shall be entitled upon application, to extended parental leave without pay to commence no more than sixty-one (61) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The employee shall give the Employer at least two (2) weeks' written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this Clause shall be seventeen (17) weeks for maternity leave and either thirty-five (35) weeks for normal parental leave or sixty-one (61) weeks for extended parental leave. The combined leave shall either be fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The employee shall give at least 4 weeks' written notice of his or her intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from maternity or parental leave, the employee shall resume their former position, subject to the availability of work, and with no loss of seniority.
- (g) Subject to Clause 20.02, an employee who, before commencing maternity leave, becomes ill as a result of or relating to her pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- (h) While on maternity or parental leave, employees shall not earn any benefits of this Agreement, except seniority, Health Benefits, and years of service.
- (i) Eligible employees who opt to maintain their Group Plan Benefits will pay the entire cost of group plan premiums during the period of the leave.

22.06

Adoption Leave

- (a) In accordance with the *Labour Standards Act*, an employee who legally adopts a child shall, subject to the approval of the Employer be granted

special leave without pay for a maximum of seventy- eight (78) calendar weeks. Where possible, the employee shall give the Employer at least two (2) weeks' written notice of the date the leave is to begin and shall provide proof of adoption.

- (b) The employee shall give at least four (4) weeks' written notice of his/her intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the employee shall resume their former position, subject to the availability of work, with no loss of seniority.
- (d) While on adoption leave, employees shall not earn any benefits of this Agreement, except seniority, Health Benefits & years of service.
- (e) Eligible employees who opt to maintain their Group Plan Benefits will pay the entire cost of group plan premiums during the period of the leave.

#### ARTICLE 23 STRIKES AND LOCKOUTS

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

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

#### ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

24.02 Wages shall be paid bi-weekly by depositing same in the bank account of the employee's choice.

#### ARTICLE 25 TERMINATION OF EMPLOYMENT

25.01 Employees shall give the Employer two (2) weeks' written notice of their intention to terminate their employment.

25.02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

- 25.03 The period of notice may be reduced or eliminated by mutual agreement.
- 25.04 Upon termination of service an employee shall receive pay for all their earned current and accrued annual leave not taken by him prior to the date of termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment within five (5) days of termination.

#### ARTICLE 26 SALARIES

- 26.01 The salaries set out in Schedule "A" will become effective on the dates described in that Schedule.
- 26.02 The Employer shall develop and maintain job descriptions for each bargaining unit position as set out in Schedule "A". Copies of these job descriptions will be made available to the employees and the Union within three (3) months of this Agreement.

#### ARTICLE 27 HEALTH AND SAFETY

- 27.01 (a) Uniforms and Protective Clothing
- Employees shall be provided with uniforms as per the Policy of the Employer.
- (b) Where gloves or other personal protective equipment and / or clothing are required, such items shall be provided at no cost to the employee.
- 27.02 Worker's Compensation
- (a) Eligible employees, as defined by the legislation, shall be covered by the *Workplace Health, Safety and Compensation Act*. Employees must report all injuries in accordance with the *Act*.
- (b) The Employer and the Union shall make every reasonable effort to have an employee who is covered under the *Workplace Health, Safety and Compensation Act* return to his/her former position, and if the Workplace Health, Safety and Compensation Commission determines that the employee cannot perform his/her former duties, to another work assignment within the Bargaining Unit.
- (c) (i) Employees in receipt of Workplace Health, Safety and Compensation Commission benefits shall not earn benefits of this Agreement except that they will not lose any accumulated seniority, Health Benefits and years of service.

- (ii) Employees on modified duties or ease back shall earn the benefits of this Agreement, including seniority, based on the number of hours worked.

27.03 Employee Safety

Where the Employer determines that an employee may be at risk in attending to their duties, the Employer shall take immediate action to mitigate such risk.

ARTICLE 28 DURATION OF AGREEMENT

28.01 Except as otherwise provided, this Agreement shall be effective from date of ratification and shall remain in full force and effect until August 31, 2022.

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement.

ARTICLE 29 INSURANCE PLAN

29.01 It is a condition of employment that eligible employees covered by this Agreement will participate in the Company's Group Insurance Plan. The Group Insurance Plan consists of coverage for life, health and dental. The Employer's Group insurance plan is available to full time employees only.

The Company will cost share the premiums for Group Insurance Plan as follows:

50% Employer paid; 50% Employee paid.

The Employer will provide the employees with as much notice as possible regarding changes to the Plan.



SCHEDULE A CLASSIFICATION AND SALARIES

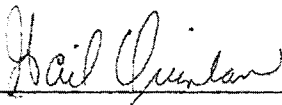
Guest Service Agent	\$17.34
Night Auditor	\$18.82
Conference Porter	\$16.32
Laundry Attendant	\$16.32

Salary increase at signature 1.5%  
July 1, 2021: 1.5%

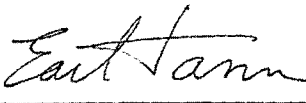
\$200 signing bonus for all employees who have passed their probationary period at the date of ratification.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day of  
27<sup>th</sup> October, 2020.

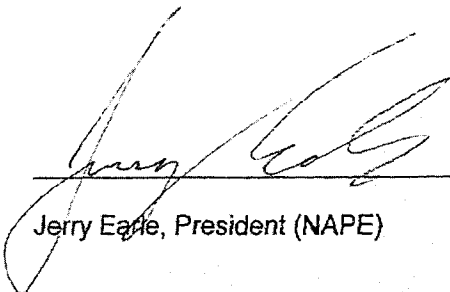
SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF  
PUBLIC AND PRIVATE EMPLOYEES:

  
\_\_\_\_\_

Witness

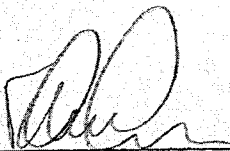
  
\_\_\_\_\_

Earl Hann, Membership Servicing  
Officer (NAPE)

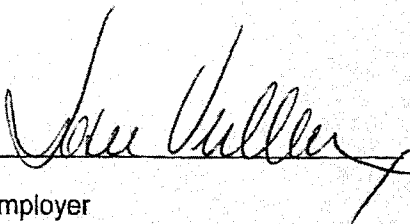
  
\_\_\_\_\_

Jerry Eagle, President (NAPE)

SIGNED ON BEHALF OF GESITON COLIMAT INC.:

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Employer