



**FFAW | UNIFOR**  
Fish, Food & Allied Workers

**Collective Agreement**

between

**Fish, Food and Allied Workers (FFAW-Unifor)**

and

**City Hotels Limited**

**Effective**

**May 18<sup>th</sup>, 2021 – May 17<sup>th</sup>, 2023**

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## **Forward**

Throughout this Agreement the masculine pronoun shall include the feminine and the singular shall include the plural as the context may require.

## **Purpose**

The purpose of this Agreement is to establish the working conditions and methods of dispute settlement, and to define the rights of the respective parties covered by this Agreement.

### **Article 1 – Recognition and Scope of the Bargaining Unit**

- 1:01 City Hotels Limited (the "Employer") recognizes Fish, Food and Allied Workers (the "Union") as the sole exclusive bargaining agent for all employees of the Ramada, located at 102 Kenmount Road, St. John's, save and except General Manager, Assistant Manager, Manager – Group Services and Administration, Chef/Kitchen Manager, Food and Beverage Manager and those above the rank of Supervisor employed by the Employer at the Ramada.
- 1:02 (a) Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement except for the purposes of demonstration or instruction, in case of emergencies or in the event of work no member of the bargaining unit is capable of performing, or available to assist at the immediate time.
- (b) Notwithstanding 1:02(a), the Union recognizes, acknowledges and accepts that the Chef/Kitchen Manager may be regularly scheduled to perform the work assigned to Cooks. The Employer agrees that no regular employees shall be laid off or lose hours of work or benefits as a result.
- (c) Notwithstanding 1:02(a), the Union recognizes, acknowledges and accepts that management personnel

may perform the work of Guest Services Representatives during rest periods.

(d) The Union recognizes, acknowledges and accepts that employees in one classification shall do the work of other employees in another classification during rest periods where there is only one employee working in that classification during that time.

1:03 (a) The Employer shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with provisions of this Agreement.

(b) On request of a current employee, a Union staff representative has the right to access the employees' records during a scheduled appointment and in the presence of the General Manager or designate.

1:04 The terms and conditions of this Agreement shall be binding upon the Employer, its officers and employees, on the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the Employer. However, the Employer agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work.

1:05 "Employee" means any person employed at Ramada Hotel, St. John's in a position which falls within the bargaining unit.

1:06 "Full-time" employee means those employees who have successfully completed their probationary period and who are normally scheduled to work on average at least thirty-two (32) hours per week.

1:07 "Part-time" employee means those employees with no regular, continuing scheduled hours of work, but who are scheduled or called in to meet, seasonal, or cyclical demands or to replace full-time employees who are on vacation or leave or are absent. Part-time employee means those employees who have

successfully completed their probation period and who are normally scheduled to work not more than thirty-two (32) hours per week over a continuous period of nine (9) months. This employment status of part-time employees shall be documented on the date of hire.

## **Article 2 – Union Security**

- 2:01 The Employer will give consideration of employment to Union members except those who have lost their seniority and will employ Union members in preference over others where Union members are, in the opinion of management, qualified applicants.
- 2:02 (a) It is to be a condition of employment that all employees, not already Union members, shall become members of the Union upon hiring and that the Employer shall deduct from the wages of such employees the initiation fee and/or the union dues on a pay period basis, as advised by the Secretary-Treasurer of the Fish, Food and Allied Workers in accordance with its Constitution.
- (b) The amounts deducted under (a) will be forwarded to the provincial office of the Fish, Food and Allied Workers no later than the 15<sup>th</sup> of the month following the month of the deductions. The Employer will include the amount deducted for union dues on T4 slips.
- 2:03 (a) The Employer shall make it a condition of employment that every member who is now a member or who hereafter becomes a member of the Union shall maintain his membership therein.
- (b) The Employer agrees to deduct from employees who are returning to the bargaining unit as a result of exercising their right under 13:07(d), the amount of union dues required to update their membership as advised by the Secretary – Treasurer of the Fish, Food and Allied Workers.
- 2:04 The Employer agrees to inform all new employees of the existence of this Agreement. Upon hiring, each new employee

shall be introduced to the appropriate Union officer and issued a copy of this Agreement.

### **Article 3 – Management Rights**

3:01 The Union acknowledges that it is the exclusive right of the Employer to manage its business including, but not limited to, the right to:

- (a) maintain order and discipline;
- (b) hire, discharge, layoff, recall, suspend, direct, transfer promote, demote, or discipline employees;
- (c) develop new or additional positions subject to the terms of the Collective Agreement;
- (d) generally manage the enterprise in which it is engaged.

The above will be carried out in a manner that is fair, reasonable and consistent with the terms of this Agreement.

3:02 The direction and supervision of the employees shall at all times be the sole responsibility and authority of the Employer, unfettered, except by specific terms of this Agreement or by applicable statute.

3:03 It shall be the sole authority of the Employer to designate at any given time who shall be considered to be the immediate supervisor of any employee, subject only to a requirement to so notify the affected employees on a timely basis.

### **Article 4 – Employees Rights**

4:01 Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.

4:02 The Employer and the Union agree there will be no intimidation or harassment practiced by either of them or their representatives. The parties also agree not to discriminate against any employee by reason of race, age, gender, national or ethnic origin, marital status, sexual orientation, religious or political affiliation or by reason of an employee's membership, status or legitimate activities in the Union.

4:03 A member of the local executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of twelve (12) working months during which time no further disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personnel file.

4:04 It is agreed that a properly authorized staff representative of the Union shall have reasonable access, upon request to the General Manager or designate, to the hotel premises during normal business hours for the purpose of adjusting grievances, discussing of disputes and administering the terms of this Agreement. For purposes of this Article, normal business hours shall be those hours when the General Manager or designate is on duty. The staff representative shall contact either of the foregoing prior to his arrival to make arrangements. The Union agrees and affirms that the duties and productivity of the employee shall not be interfered with or impeded by reason of the staff representative's access to the premises.

### **Article 5 – No Strike – No Lockout**

5:01 During the life of this Agreement there shall be no lockout by the Employer nor any strike, sit-down, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees.

5:02 In the event that the procedure for the settlement of contract negotiations has been completed in accordance with the Labour Relations Act, the Union agrees to give the Employer seven (7) days' notice of its intention to strike.

5:03 Notwithstanding the above, no employee shall be required to cross a picket line on the premises of any other employer.

### **Article 6 – Union Officers**

6:01 The Union will keep the Employer advised in writing of the employees who are to act as official representatives of their

membership to deal with management in matters pertaining to proper administration of this Agreement.

- 6:02 Union officers shall be permitted to leave their regular duties during working hours, with no loss of pay or benefits, in order to deal with local unit administration of the Collective Agreement or investigation of grievances or complaints, provided they first obtain the permission of the General Manager or designate.
- 6:03 Union officers will be granted leave of absence without pay for the purpose of attending Union functions, provided they first obtain the permission of the General Manager or designate at least 48 hours in advance of the commencement of leave. Employees who are authorized members of the Union Bargaining Committee will be granted leave with pay for the purpose of negotiating with the Employer for the renewal of the Collective Agreement. It is further agreed that the number of employees granted leave at any one time shall not exceed four (4) for purposes of negotiation or three (3) for other purposes, and in any case all employees may not be from the same classification except by mutual agreement. Paid leaves in total shall not exceed an aggregate of twelve (12) days.
- 6:04 The Union shall appoint or elect, and the Employer shall recognize and meet with such officers and stewards who are employees of the Employer, as are necessary to administer adequately this Collective Agreement.

## **Article 7 – Working Conditions**

- 7:01 The Employer agrees to provide and maintain the following facilities and working conditions:
- (a) adequate, suitable and modern toilet facilities;
  - (b) adequate, cool, clean drinking water;
  - (c) a non-smoking lunchroom equipped with fridge, stove, microwave and table and chairs.
- 7:02 (a) The Employer shall provide each employee with two (2) complete uniforms per year except housekeeping shall be provided with three (3) complete uniforms per year. Every



employee to whom a uniform is provided is required to wear the uniform in accordance with the Employer's policy. The employees shall maintain uniforms in good condition, except for normal wear and tear. The Employer shall be responsible for the dry-cleaning of non-washable apparel. Uniforms are the property of the Employer and are to be returned at time of replacement or upon request. The Employer undertakes to provide the uniforms as per the Agreement and will also replace more frequently if required.

- (b) The Company will provide safety footwear for those individuals covered by OHS legislation.
- (c) Maintenance, kitchen staff, housekeeping and porters shall receive one (1) pair of safety footwear per calendar year.
- (d) Employees required to work outside will be issued appropriate jackets, coveralls, rain gear and gloves. Employees required for snow removal will be assigned appropriate winter clothing every two years.
- (e) Uniforms for all services shall be issued once a year or as deemed necessary. F & B servers' uniforms by April 1<sup>st</sup> of each year.

7:03 Fifteen (15) guest rooms or 14 rooms on the 4<sup>th</sup> floor shall be the maximum number of rooms allocated to a Room Attendant in each regular working day. The General Manager or designate shall give due consideration to the condition and temperature of the room when assigning the number of rooms in a given day. A Room Attendant may request a reduction in his allocation for that day. Such requests shall not be unreasonably denied.

7:04 The Employer shall provide an employee meal at 75% off an employee Menu for all employees while working.

7:05 The Company agrees to employ two (2) employees during the hours of midnight till 8:00 a.m.

7:06 Housekeeping – Floor Assignment – See proposed MOU.

7:07 Scheduling concerns for any classification will be addressed by the labour management committee.

### **Article 8 – Wages and Classifications**

8:01 Job classifications and wage rates shall be shown in Schedule 'A' attached to and forming part of this Agreement.

8:02 When a new classification is established within the bargaining unit, or there is a substantial change in the duties of an existing job within the bargaining unit during the term of this Agreement, the rates of pay for such new classifications or new jobs shall be agreed to by the parties and thereafter become part of Schedule 'A' of this Agreement. Should the parties be unable to agree on the rate, the Employer shall implement the new rate with the Union having the right to refer the matter to arbitration for final settlement.

8:03 Each employee shall be provided with an itemized statement of his wages, overtime, sick days (sick days report 15<sup>th</sup> of each month) and other supplementary pay and deductions. Wages shall be paid biweekly by cheque or direct deposit on every second Thursday for the previous two (2) weeks. For purposes of this Agreement, "week" means a period of seven (7) days beginning at 12:01 a.m. on Sunday morning and ending at 12 midnight on the following Saturday night.

8:04 Full-time employees who are awaiting payment of Workers' Compensation claims in respect of an injury suffered in the course of employment with the Employer may apply to the Employer for an advance of payment to a maximum of two hundred dollars (\$200.00). Upon the receipt of benefits, it is agreed that the employee shall assign to the Employer the Workers' Compensation benefits to which he may be entitled up to the total of the amount advanced. Should the Employer deny the employee's request, it shall supply the employee, in writing, with its reasons therefore.

8:05 All tips and gratuities shall be the property of the employees who perform the service.

## **Article 9 – Temporary Assignment**

- 9:01 The Employer may, pending the outcome of discussion with the employee/local union, temporarily assign employees to job classifications other than their own.
- 9:02 Employees temporarily assigned to a position carrying a higher rate of pay than their regular classification shall be paid the rate plus benefits for the higher paid job, provided the job lasts more than one shift.
- 9:03 Employees temporarily transferred to a position carrying a lower rate of pay than the regular classification shall be paid the regular rate of pay plus benefits provided there is work available to them in their regular classification.
- 9:04 It is understood and agreed that the above provisions shall not apply in those cases where the transfer results from an attempt to accommodate a request of an employee. In addition, in the case of a transfer, as anticipated in 9:02, this provision shall not apply where, as well, the transfer results from the exercise of seniority and a bumping action, transfer due to shortage of work, or any other reason other than the convenience of the Employer.
- 9:05 When a porter has to work, a GSR or Audit Shift for a period of more than one hour, he or she will be paid the wage established for that classification.

## **Article 10 – Hours of Work**

- 10:01 The purpose of this Article is to provide a basis for computing pay under this Agreement and shall not be construed as a guarantee of hours per day, per week, or days per week. However, it is understood every effort will be made to insure, where possible, full-time employees get their weeks work first based on their seniority.
- 10:02 For the purposes of this Article, “bump” means the right of a full-time employee to claim the scheduled shift of a part-time employee.

10:03 **Minimum Shift**

Employees reporting for a scheduled shift or call-in shift will be paid for a minimum of four (4) hours at the regular rate should the shift be reduced below that level. The minimum call-in for part-time employees will be three hours.

10:04 **Regular Hours of Work**

- (a) For full-time employees, a regular scheduled work week shall consist of eight (8) hours per day or forty (40) hours per week or twelve (12) hours per day or eighty-four (84) hours bi-weekly.
- (b) All time worked in excess of eight (8) hours per day or forty (40) hours per week or twelve (12) hours per day based on the current schedule of eighty-four (84) hours bi-weekly shall be paid at a rate of time and one-half (1.5) the regular rate.
- (c) No scheduled overtime shall be worked without permission of the General Manger or designate.
- (d) Full-time employees have the option to bank overtime hours. (i.e. If an employee works eight (8) hours overtime they can bank eight (8) hours straight time and have the other four (4) hours straight time paid on their cheque.

10:05 **Rest Periods**

- (a) An Employee whose work shift is more than five (5) hours shall be entitled to a paid rest period totaling (30) minutes. An Employee whose work shift is less than five (5) hours shall be entitled to a paid fifteen (15) minute rest period.
- (b) All other rest periods shall be unpaid. Employees shall only be paid for actual hours worked.
- (c) Housekeeping department will take two (2) paid fifteen (15) minute breaks and an unpaid meal break of thirty (30) minutes. When approved by Management designate kitchen staff, servers, GSRs and porters may combine two (2) fifteen (15) minute breaks as a meal break and therefore an unpaid meal is not required.

- (d) Rest periods shall be taken as close to the middle of a shift (or half shift in the case of a scheduled shift in excess of 5 hours) as practically possible. With the exception of Room Attendants and Maintenance, no two or more employees from a single classification shall take breaks at the same time. Without the approval of the General Manager or designate, failure to take any or all rest periods shall not result in a reduction of time in the scheduled shift. No employee shall take a rest period at a time when service to customers would be impaired as a result of his absence.
- (e) Employees working overtime of two (2) hours or more will be entitled to a meal after a scheduled 8-hour shift.

10:06

**Work Schedule**

- (a) Full-time employees will be scheduled and called to work based on seniority.
- (b) Part-time employees shall be scheduled and called to work based on their ranking and availability to work required shifts (as determined by the Employer). Part-time employees shall not be used to reduce the scheduled hours of full-time employees.
- (c) Wednesday at 2:00 p.m. a core work schedule for each classification, as prepared by the Employer, shall be posted on a designated bulletin board on Wednesday of each week for the following week. The Employer shall have the exclusive right to determine the timing, duration and availability of all shifts.
- (d) Core work schedules may change from week to week based on changing business volume and/or conditions.
- (e) The Company will initiate set rotating shift schedules. Full-time employees will have the right to bump part-time employees. Full-time employees may bump part-time employees up to Thursday of each week at noon. The Union agrees to work with the Company to resolve issues related to consistent pattern bumping.
- (f) For full-time employees, scheduled hours of work on a core work schedule shall not be reduced or eliminated after final posting on or before 2:00pm on Thursday.

10:07

**Days Off**

- (a) For purposes of this Article, a "weekend" means end of morning shift on Friday to midnight Sunday.
- (b) If requested, except when scheduled days off occur on a weekend, full-time employees shall be scheduled a minimum of two (2) consecutive days off per week.

Full-time employees having more than three (3) years of continuous service shall, on request, be scheduled for a weekend off on a rotating basis. For each classification the minimum rotation shall be based on the number of full-time employees in that classification.

- (c) If, due to changing business volume and/or conditions, or because of an employee's sickness or other approved leave, in the Employer's sole judgement, another Employee is required to work a shift.
  - (i) the shift shall be offered first, on a seniority basis, to full-time employees not scheduled to work a regular work week.
  - (ii) the shift shall be offered second to a Part-time employee.
  - (iii) the shift will be offered last, on seniority basis, to full-time employees scheduled to work a regular work week.
- (d) An employee who is scheduled to work a regular work week and who works on a scheduled day off:
  - (i) shall be paid time and one half (1.5) the regular rate for all hours worked on the first scheduled day off;
  - (ii) shall be paid two (2) times the regular rate for all hours worked on the second scheduled day off;
  - (iii) shall not have any remaining scheduled hours in the week reduced or eliminated.

**Article 11 – Statutory Holidays**

11:01 (a) Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

- |                |               |
|----------------|---------------|
| New Year’s Day | Good Friday   |
| Victoria Day   | Canada Day    |
| Regatta Day    | Labour Day    |
| Armistice Day  | Christmas Day |
| Boxing Day     |               |

In addition, two (2) floating holidays per calendar year shall be scheduled by mutual consent of the Employer and employee on an individual basis. Where practicable the Employer may grant the two (2) floating holidays consecutively.

It is understood and agreed that only one employee from a classification may be granted a floater at any given time. Three (3) days’ notice shall be given when requesting the provision of a floating holiday.

(b) Eligibility for floating holidays – employees are eligible for one (1) floating holiday after fulfilling 400 hours of work and a second floating holiday after fulfilling 800 hours of work.

Employees hired after the signing of this Agreement will have to have their probation period completed before beginning to qualify for floating holidays.

11:02 **Qualifying for Statutory Holiday Pay**

In order to be eligible for statutory holiday pay, an employee:

(a) Must have worked 10 (ten) days in the four (4) weeks immediately preceding the holiday, unless on annual vacation, in which case he must have worked ten (10) days in the number of weeks immediately preceding the holiday equal to four (4) plus the number of weeks of annual leave taken at the time;

- (b) Notwithstanding the above, no payment shall be made for any statutory holiday falling during periods of leave without pay or during any periods of layoff in excess of one (1) week.

11:03      **Statutory Holiday Pay**

- (a) Should any of the holidays mentioned above fall when an employee is not scheduled to work, the Employer shall pay day's statutory holiday pay to each eligible employee.
- (b) Where an employee is required to work on any of the holidays mentioned above, the Employer shall pay the employee at a rate of time and one half (1.5) their regular rate of pay for the actual hours worked plus one (1) day statutory holiday pay.

A day's statutory holiday pay means the employee's average daily earnings for the days on which he worked during the four (4) weeks preceding the holiday. For purposes of this Article, "earnings", means regular wages, exclusive of overtime, and does not include vacation pay, gratuities, bereavement pay or sick pay.

11:04      Employees working on Christmas Day and Boxing Day will be paid double time for all hours worked.

**Article 12 – Vacation**

12:01      Vacation year shall be the calendar year.

12:02      Annual vacation and/or vacation pay shall be earned and calculated as follows:

<b>Years of Service</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
From 1 year to 5 complete years	2 weeks	4% of gross earnings
From 6 years to 10 complete years	3 weeks	6% of gross earnings



From 11 years to 15 complete years	4 weeks	8% of gross earnings
From 16 years to 19 complete years	5 weeks	10% of gross earnings
20 years or more	6 weeks	12% of gross earnings

- 12:03 The Employer shall determine the number of employees who may be granted vacation at any time in each classification the needs of the business. Vacation times shall be granted based upon seniority within each classification. Kitchen employees will be entitled to one half of their earned vacation during the summer period. Servers and housekeeping will be entitled to have two employees off on vacation during the same time period. F & B Servers and housekeeping may have up to two employees off on vacation during the same period, subject to Management approval, which approval shall not be unreasonably withheld.
- 12:04 Summer vacation request charts (for the period 15 June to 15 September) shall be posted by March 1 of each year. Employees shall be required to indicate on the chart by March 15<sup>th</sup> their preference for vacation time. The Employer shall review such request and shall, subject to operational requirement, decide upon the request and post the schedule not later than March 25<sup>th</sup>. Any employee who fails to indicate his preference prior to March 15<sup>th</sup> shall forfeit his right to displace employees with less seniority who have indicated their preference prior to March 15<sup>th</sup>. Subsequent to March 15<sup>th</sup>, the available vacation slots shall be filled on the basis of seniority. In addition to the above the Company will post the fall vacation schedule by September 15, removed on September 25 and award by October 1 of each year.
- 12:05 Any employee who wishes to receive vacation pay must submit the request in writing to the General Manager or designate at least seven (7) days prior to the pay day on which he wishes to receive his vacation pay. When vacation pay is requested prior to or during an annual vacation period, the vacation pay will be issued on a separate cheque. Kitchen employees will be entitled

to three (3) weeks of their earned vacation during the summer period. Full-time employees in the respective classifications shall be permitted to decide the actual start day of their vacation.

12:06 Upon the death of an employee, the accrued vacation pay will be issued to the employee's estate.

### **Article 13 – Seniority**

13:01 (a) Seniority shall mean the length of service of a full-time employee with the Employer since the most recent date of hire.

(b) A seniority list shall be posted on the 15<sup>th</sup> of June each year containing each full-time employee's name, classification and most recent date of hire.

The seniority list will also contain the names of all part-time employees and their total hours worked since their most recent hire date. Part-time seniority shall be based on total hours worked. Should a part-time employee obtain a full-time position their seniority date will be converted to a calendar date by dividing their total hours worked by 2080 and this period be applied to the full-time hire date.

Upon posting, employees shall have thirty (30) days to protest any errors or omissions. However, any listing not protested within the thirty (30) day protest period, protested but proven correct or protested and prove incorrect (and subsequently corrected) shall thenceforth be considered permanently correct.

13:02 (a) Employees shall be regarded as probationary employees for the first one thousand (1000) hours of work.

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

13:03 (a) In matters concerning layoff and recall the Employer shall select individuals on ability, suitability and seniority and

where ability and suitability are sufficient to perform the required duties, seniority shall govern.

- (b) When an employee permanently transfers to a new classification, seniority in that new department shall be from the initial date of hire, as it was in the former department.
- (c) Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the hotel bulletin board for five (5) working days, with all members of the bargaining unit having the right to apply.

13:04

- (a) Seniority shall be recorded on a bargaining unit-wide and classification basis.
- (b) Bargaining unit-wide seniority shall apply for all layoffs which extend beyond five (5) working days. Employees will be advised in writing of layoffs of more than seven (7) days duration.
- (c) Bargaining unit-wide seniority shall apply where a classification is eliminated due to job redundancy.

13:05

Whenever the Employer finds it necessary to make a final selection for any of the above matters on the basis other than seniority, the Employer agrees to review, before the selection is made, with the proper Union officials or representatives its reasons therefore.

13:06

An employee shall lose all seniority if he:

- (a) is discharged for just cause;
- (b) quits;
- (c) fails to return to work without just cause following a layoff after being notified of the availability of work; or
- (d) has been on layoff for more than eighteen (18) months.

- 13:07 An Employee shall retain seniority:
- (a) while on layoff for any period not exceeding eighteen (18) months;
  - (b) while on approved leave of absence;
  - (c) while on sick leave or Workers' Compensation unless mutually acceptable medical evidence indicates that it is unlikely the employee will be able to return to work within a reasonable time;
  - (d) when promoted to a permanent position outside the bargaining unit for a period of up to one year.

13:08 The Employer supports and promotes the principles of advancement within its service, and therefore, agrees to post all vacant positions within the hotel.

13:09 In the event a position becomes vacant, the opening will be posted for a period of five (5) working days in a location in the hotel accessible to all employees. The posting shall objectively list the desired qualifications (skills, abilities, etc.), hours and rate of pay.

Selection and appointment shall be made on the basis of seniority and ability and where ability is sufficient to perform the required duties, seniority will govern. In the event that no employee meets the qualifications stated, the Employer may appoint the employee whom it determines to be best able to perform in the position. Appointments to positions outside the bargaining unit shall be made on the basis of merit and relative ability, and such appointment shall not be subject to the grievance procedure.

It is understood that no posting shall be required for a part-time position or as a result of a temporary vacancy unless such vacancy would require an appointment for a period of more than one week (excluding vacation time).

A copy of the posting, listing the applicants and notification of the name of the successful candidate shall be supplied to the unit chairperson upon request.

The employer will provide minimum training to employees who have the required skills, and whose qualifications closely match those of the job.

- 13:10 Employees who move from one position to another within the bargaining unit shall carry their seniority with them. An employee appointed to a new position shall be allowed a reasonable period of time depending on minimum training required to establish that he can perform the duties in a manner acceptable to the Employer. If the employee is not successful, he shall be returned to his previous position provided that position has not been declared redundant. If no position is available as above, the employee will be placed in any other available position for which he is reasonably qualified through ability and seniority, and failing that, shall be placed on layoff.
- 13:11 Upon request, the Employer shall provide the Union with a mailing list of information relating to employees within the bargaining unit and shall include names, addresses, telephone numbers and classification listed in order of seniority.
- 13:12 It shall be the responsibility of the employee to keep the Employer informed of his current address and telephone number, and the Employer shall have the right to rely on the most recent information found in its files relative to this in administering this Agreement.

## **Article 14 – Safety**

- 14:01 The Employer agrees, in the matter of occupational health and safety, to be governed by the relevant legislation and the Union undertakes and agrees to support the Employer in the promotion and practice of safe working procedures.
- 14:02 Notwithstanding 14:01, there shall be a health and safety committee established comprised of two (2) employees nominated by the Union and two (2) representatives from management. A health and safety committee shall meet monthly during working hours, without loss of pay or benefits, and make a report in writing. A copy of the committee's report shall be sent to the Safety Branch established under the Occupational

Health and Safety Branch Act, as well as the Union. The safety committee shall be responsible for setting the time and place of safety committee monthly meetings.

- 14:03 Safety co-chairpersons or other designate shall accompany the Department of Labour Safety Inspector when inspections are made.
- 14:04 The Employer will provide a standard first aid course for one individual in each department.
- 14:05 The Employer will provide and maintain a standard first aid kit at the front desk, lunchroom and kitchen.
- 14:06 The employer will provide a burn kit for the kitchen.

### **Article 15 – Leave of Absence**

- 15:01 The Employer may at its discretion grant leave of absence without pay and without loss of seniority to an employee for personal reasons including the seeking of public office. In the event an application for leave is denied, the Employer will advise the employee of the reason.
- 15:02 The Employer shall grant a leave of absence, without pay, to an employee for reasons of Union activity, including the attendance of Union functions or educational seminars but specifically excluding any activity directly or indirectly related to any organizational drive of the Union.
- 15:03 Any request for leave shall be in writing on forms supplied by the Employer, and shall be received as far in advance of the requested leave date as is practicable. In any case, no request received less than two (2) weeks, except in the case of illness or bereavement, before the requested date of commencement of leave will be regarded as an obligation on the part of the Employer. The Employer will, however, make an earnest effort to accommodate all legitimate requests for leave.
- 15:04 Leave of absence without pay for up to one year may be granted to one full-time employee for a full-time paid position with the Union. Application for such leave shall be made not less than

thirty (30) days before the requested date of commencement. The period of such leave shall be clearly stated in the Employer's document granting such leave, and the employee shall return to work on the first working day following the expiration of such leave unless the Employer has been notified, on a timely basis, of his intent not to return. Failure to return or the receipt of notice of no return shall be regarded as resignation.

- 15:05
- (a) An employee may request maternity/adoption/parental leave without pay and may commence prior to the expected date of delivery. The employee shall be granted such leave in accordance with this Article.
  - (b) An employee is entitled to a maximum of fifty-two (52) weeks combined leave under this Article in accordance with Federal Legislation.
  - (c) Notwithstanding the provision of 15:04 (b), an employee may commence maternity leave earlier or may be granted an extension of leave in accordance with Federal Legislation.
  - (d) Upon completion of the above leave, the employee shall be returned to his previous position without loss of benefit and shall be accorded the full rights and benefits provided by this Agreement at that time. Such intention to return to work must be presented to the General Manager or designate in writing at least two (2) weeks prior to the resumption date.

15:06 The Employer shall grant leave of absence without pay to a full-time employee for the purposes of upgrading of skills and technical courses related to his work with the Employer. The period of such leave shall not exceed one (1) year except by the consent of the Employer.

- 15:07
- (a) In case of bereavement in an employee's immediate family, an employee shall be granted four (4) days leave of absence without loss of pay as a result, based on scheduled working days. A fifth (5<sup>th</sup>) day shall be granted when 300km or more required. For the purpose of this clause, "immediate family" shall be considered to include the employee's mother, father, children, spouse, brother, sister, father-in-law and mother- in-law. Grandparents,

grandchildren, brother-in-law, sister-in-law and grandparents of spouse shall be included if the employee attends the funeral or is directly involved with the funeral arrangements.

- (b) If an employee is on annual leave with pay at the time of bereavement, annual leave will be extended by the number of bereavement days used and taken at a time mutually agreed by employer and employee.
- (c) Aunts and Uncles day of funeral provided employees attend the funeral.

## **Article 16 – Sick Leave**

### 16:01 Accumulated Sick Leave

Employees shall accumulate sick leave at the rate of two percent (2%) of earnings. New employees as of May 16, 2012 may begin to accumulate sick leave upon the completion of 500 hours of work (probationary period) at the rate of two percent (2%) of earnings. For the purposes of this article "earnings" means all earnings except gratuities and paid sick leave.

### 16:02 Deduction from Sick Leave

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

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

### 16:03 Conditions for Claiming Sick Leave

To claim a sick leave benefit, an employee:



- (a) must have notified the General Manager or designate, at least three (3) hours prior to commencement of his scheduled or call in shift, of the inability to report to work due to illness or bereavement.
- (b) must complete and submit the required form(s) to the General Manager or designate before 10:00 a.m on the Monday following the sick day(s).
- (c) may be required by the Employer to produce a medical certificate for an illness in excess of two (2) consecutive 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 illness.

16:04 Sick Leave on Termination

Upon retirement or death, an employee who has ten (10) years of continuous service with the Employer shall be paid all unpaid accumulated sick leave. In all other cases, accumulated sick leave is forfeited on termination of employment or loss of seniority.

**Article 17 – Grievance Procedure**

17:01 When an employee has a grievance alleging there has been a violation or misinterpretation of this Agreement, the employee and/or a shop steward shall process such grievances, without stoppage of work, according to the following procedure:

**Step 1** Discuss the matter, within three (3) days of becoming aware of the incident-giving rise to the grievance, with the employee’s Manager who shall give a decision thereon within three (3) days.

**Step 2** Failing settlement in Step 1, the grievance shall be presented in writing to the General Manager or designate within five (5) days of receipt of the decision at Step 1. A meeting will be held within five (5) days of the receipt of the grievance at Step 2 between the General Manager or designate, the employee’s Manager, the employee concerned and his shop steward. A staff representative of the Union

may be present at the request of either the Employer or the employee. It is understood that the Employer shall have such assistance at the meeting as it may desire. The decision of the General Manager or designate shall be rendered in writing within five (5) days of the meeting.

**Step 3** Failing settlement at Step 2, the grievance shall be forwarded within five (5) days of the decision at Step 2, to the Employer's Human Resources Manager who shall have five (5) days to render a decision on the matter. The decision shall be in writing and sent to the officer of the Union. If either of the parties considers it necessary, a meeting may be requested and may include the interested persons. If such meeting is held, the decision of the Employer's Human Resources Manager shall be given to the other party within five (5) days of the meeting and not as previously stated.

**Step 4** If satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 3 above, either party by written notice to the other, shall have the right to appeal the dispute to arbitration as herein provided.

17:02 In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Employer and the Union agree to co-operate and work jointly on ensuring a more effective application of the dispute resolution procedure under the collective agreement. This activity shall include:

- (a) Ensuring that grievances are filed as soon as a member of the bargaining unit or the local executive becomes aware of the issue.
- (b) The Employer and the Union agree, in the interest of promoting better labour relations, to follow and adhere to the various steps of the grievance.
- (c) Implementing accelerated Arbitration Hearings for those grievances that cannot be resolved under the Grievance Procedure. This shall include the selection of a panel of arbitrators who shall agree to meet, preferably in rotation,

on a regular basis to adjudicate grievances referred to them.

- (d) The parties will endeavor to, as far as practicable and without prejudicing their positions at arbitration, agree on the facts prior to arbitration and will, where possible, proceed by way of stated case.
- (e) The parties also agree that on each case they may by mutual agreement, waive the right to examine or cross examine witnesses, or require the arbitrator to review all of the evidence within the body of the Award. The parties will also agree, where warranted, to accept oral judgements and decisions, subject to the right of either party to request a subsequent written Award.

17:03 Before scheduling a grievance for arbitration, either party may refer the matter to the Grievance Mediation service of the Department of Advanced Education, Skills and Labour. Such reference to mediation shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

### **Article 18 – Arbitration**

18:01 Any matter in dispute between the Employer and the Union involving the interpretation, application, operation or alleged violation of any Article of this Agreement may, in the event of failure to reach Agreement thereon, be referred by either party to arbitration by an arbitrator.

18:02 The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to Arbitrate.

18:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall agree on the selection for the arbitrator.

18:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Advanced Education, Skills & Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.

- 18:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present.
- 18:06 Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, if the grievance is allowed the arbitrator is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- 18:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 18:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objections at the same time as the reply to Step 4 of the grievance.
- 18:09 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties. Members of the bargaining unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.
- 18:10 The parties agree to make an earnest effort to resolve matters in the grievance and arbitration process on a timely basis. It is further agreed that where any delay by either party has caused the other party to be disadvantaged, such delay shall be considered by the arbitrator in arriving at his decision in the matter.

## **Article 19 – Labour Management Committee**

- 19:01 The Employer and the Union agree to co-operate in the formation of a Labour Management Committee consisting of three (3) members of the bargaining unit and three (3) members of management. The committee shall meet on a monthly basis to discuss issues of importance on both sides. All times spent at

committee meetings for committee members shall be without loss of pay or benefits. There shall be no discussion of grievances at Labour Management Committee meetings. The committee shall get written response to issues raised.

### **Article 20 – General**

20:01 It is understood and agreed that if any circumstances arise for which no provision is made herein, the parties shall use their best endeavor to adjust the matter, and work shall proceed under the existing practice of the Employer until such time as there is mutual agreement to change such practice. Notwithstanding the above, this provision shall not make any such matter grievable.

### **Article 21 – Harassment Based on Gender**

21:01 The Employer and the Union agree to take every reasonable action to preclude sexual harassment in the workplace.

21:02 Complaints under this Article will be dealt with by the Employer and the Union with all possible confidentiality.

### **Article 22 – Amendments**

22:01 It is understood and agreed that this Agreement may be amended during its term by mutual agreement of the parties. Either party requesting amendment shall notify the other in writing, stating the amendments requested. The party receiving the request shall, with or without the benefit of discussion, as the case may be, respond in writing within thirty (30) days of receipt of the request.

### **Article 23 – Terms of Agreement**

23:01 This Agreement shall come into full force and effect the 18<sup>th</sup> day of May, 2021 for a period of 36 months from that date, following which it shall automatically renew itself from year to year unless

notice is given by one party to the other within 60 days next preceding the 16<sup>th</sup> day of May, 2023 or anniversary date thereof, of a desire to amend or terminate this Agreement.

23:02 During the course of any negotiations subsequent to such notice being given, this Agreement shall remain in full force and effect.

23:03 It is understood that this Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.

## Schedule 'A'

Classification	May 18 2021	May 18 2022	May 18 2023
		2% Increase	2.5% Increase
Guest Services Representative	Signing Bonus	\$20.46	\$ 20.97
Night Auditor	Signing Bonus	\$21.08	\$ 21.61
Room Attendant	Signing Bonus	\$18.85	\$ 19.32
Lead Room Attendant	Signing Bonus	\$19.93	\$ 20.43
Maintenance	Signing Bonus	\$21.36	\$ 21.89
Porter	Signing Bonus	\$17.69	\$ 18.13
Banquet Clerk I	Signing Bonus	\$16.68	\$ 17.10
F & B Server – Regular	Signing Bonus	\$15.62	\$ 16.01
Kitchen Attendant	Signing Bonus	\$16.87	\$ 17.29
Cook	Signing Bonus	\$21.77	\$ 22.31

**Signing Bonus for 2021:**

Full time \$500

Part time \$300 (Prorated)

**Probationary Employees:**

For the first 500 hours of work, Probationary Employees in each classification shall be paid a rate of one dollar (\$1.00) less than the above rate in that classification. For the next 500 hours or work, probationary in each classification shall be paid at a rate of fifty cents (\$0.50) less than the above rate. The Employer reserves the right to pay Probationary Employees a rate up to the classification rate of pay.

**Severance Pay:**

For employees with fifteen (15) years plus service, the Company agrees to pay one (1) week's pay for every year over fifteen (15) years.

**Shift Premium:**

\$0.50 over rate of pay for Porters only, night shifts (12am – 8am).

\$0.25 above room attendant rate to be paid to laundry personal.

**Tip Split for Banquets:**

With respect to banquets of 30 people or more, tips shall be split according to the formula:

Servers:	60%
Kitchen & Porters:	40%

The split of tips within each group shall be as per the current departmental practice or as decided within each group.

The three (3) top senior housekeepers/laundry every second (2<sup>nd</sup>) weekend off. Other regular housekeeping attendants/laundry every 3<sup>rd</sup> weekend off.

F & B Servers regular days off as per agreed scheduled.



## **Memorandum of Understanding**

It is mutually understood that the parties agree to the following provisions:

Re: Article 7:06

Housekeeping Attendants with 15 or more years of service will normally be assigned a specific floor for a certain period of time (i.e. week to week) to be determined by the labour/management committee.

Re: Article 10:04

For the following individual, a regular scheduled workday shall consist of nine (9) hours per day or forty-five (45) hours per week, Monday to Friday. All time worked in the excess of nine (9) hours per day or forty-five (45) hours per week shall be paid at a rate of time and one-half (1.5) the regular rate.

Ralph Lewis

Note: All changes are effective, May 18, 2021, start date of this agreement.

This Memorandum forms part of the Collective Agreement.

IN WITNESS WHEREOF the parties to this Collective Agreement have hereunto their hands and seals subscribed and set this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED, SEALED AND DELIVERED

Ramada Hotel – City Hotels Ltd.

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

Fish, Food & Allied Workers (FFAW-Unifor)

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\_\_\_\_\_  
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