



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

Collective Agreement

between

Fish, Food and Allied Workers  
(FFAW-Unifor)

and

Hotel Gander Limited

Effective

February 2<sup>nd</sup>, 2021

to

February 1<sup>st</sup>, 2024

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## **Preamble**

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

## **Article 1 – Definitions**

1:01 Throughout this Agreement the masculine shall include the feminine and the singular shall include the plural as the context may require.

1:02 For the purpose of this Agreement:

- (a) Bargaining Unit means the bargaining unit recognized in accordance with Article 2:01.
- (b) Casual employees are those with no regular, continuing scheduled hours of work, but who are called in to meet short term or seasonal demands or to replace regularly scheduled employees who are on leave. The service date and seniority date for casual employees hired after February 1<sup>st</sup>, 2017 shall be the date following the attainment the 600 hours probationary period.
- (c) Classification means the identification of a position by reference to a classification title referred to in Schedule 'A' – Wages hereto.
- (d) Seniority means an employee's length of service with the Company from his/her most recent date of hire by the Company in a bargaining unit position.
- (e) Department means front desk, housekeeping/laundry, restaurant, nightclub/lounge, kitchen/dishwasher, maintenance, banquets/stewarding.
- (f) Employee means any person employed to do work in a classification which falls within the bargaining unit.
- (g) Employer or Company means Hotel Gander Limited.
- (h) Union means Fish, Food and Allied Workers (FFAW-Unifor).
- (i) Full-time Employee means those employees who have successfully completed their probationary period and who are normally scheduled to work at least thirty-two (32)

hours per week in a department over a continuous period of six (6) months.

- (j) Part-time Employee means those employees who have successfully completed their probationary period and who are normally scheduled to work at least twenty (20) hours but less than thirty-two (32) hours over a continuous period of six (6) months.
- (k) Probationary Employee means any employee who has not successfully completed his probationary period and a successful performance review.
- (l) Probationary Period means a period of six hundred (600) hours worked with the company in a particular classification.
- (m) Overtime means work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week.
- (n) Supervisory Personnel are those who are not in the collective bargaining unit but are employees of the hotel and have the authority to delegate work to bargaining unit employees.
- (o) Lead Hands are those who are members of the bargaining unit who, while in the absence of their supervisor, have supervisory duties, excluding hiring, dismissal, coaching/disciplining.

## **Article 2 – Recognition**

2:01 The Company recognizes the Union as the sole and exclusive bargaining agent for a unit of employees of Hotel Gander Limited, comprising all employees of Hotel Gander Limited at 100 Trans-Canada Highway, Gander, Newfoundland & Labrador save and except General Management, Department Manager, Sous Chef, Director of Sales, Controller, Accountant, Assistant Accountant, Office Staff, Confidential Secretary, Non-Working Supervisors and those above the rank of Non-Working Supervisor.

2:02 Supervisory personnel who are excluded from the bargaining unit in accordance with Clause 2:01 will ordinarily not be assigned to do bargaining unit work. It being also understood

that all supervisors will continue the practice of providing relief for an employee to enable him/her to take a nutrition break including a lunch break, or to assist for period of short duration an employee or group of employees to process or serve a customer(s) delay due to unexpected business or operational bottlenecks, and in circumstances where employees without adequate notice fail to report to work or are not readily available. It is clearly understood that in applying the forgoing supervisory personnel will not be regularly scheduled to work a complete shift where a bargaining unit member agrees to report.

2:03 The Company shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with provisions of this Agreement.

2:04 The terms and conditions of this Agreement shall be binding upon the Company, 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 Company. However, the Company agrees not to contract out jobs of employees within the bargaining unit in a manner that result in the lay-off of employees with seniority who have the knowledge, qualifications and abilities and who are available to perform the work.

2:05 The Company and the Union recognize that due to ever changing demands of the customers the Company is operating in a highly competitive market. To remain in business in this market requires that the Company and its employees be flexible and prepared to make the constant operational changes in the way in which the Company does business and services its customers. These changes are driven by the customer and it is recognized by both parties that they are necessary in order to maintain the existing business and attract new business. The parties recognize that bargaining unit persons can be assigned to any duties to facilitate these objects.

### **Article 3 – Union Security**

3:01 The Company will give preferential consideration of employment to positions in the unit to Union members except those who have lost their seniority, in accordance with this agreement, and will employ Union members in preference over others where Union

members, in the opinion of management, have the knowledge, qualification and abilities.

- 3:02 (a) It is to be a condition of employment that all new employees, not already Union members shall become members of the Union upon hiring and that the Company shall deduct union dues from the commencement of employment from the wages of such employees the Union dues on a pay period basis, as advised by the Secretary-Treasurer of Fish, Food and Allied Workers (FFAW-Unifor) in accordance with their constitution. The initiation fee will be deducted on a one-time basis from the employee's pay based upon the successful completion of their probationary period.
- (b) The amounts deducted under (a) will be forwarded to the provincial office of Fish, Food and Allied Workers (FFAW-Unifor) no later than the 15<sup>th</sup> of the month following the month of the deductions. The Company will include the amount deducted for Union dues on T4 slips.
- 3:03 (a) The Company 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 Company agrees to deduct from employees who are returning to the bargaining unit within twelve (12) months as provided in 14:07(d), the amount of Union dues required to update their membership as advised by the Secretary-Treasurer of Fish, Food and Allied Workers (FFAW-Unifor).
- 3:04 The Company agrees to inform all new employees of the existence of the Union. Upon hiring, each new employee shall be introduced to the appropriate union officer and issued a copy of the Collective Agreement.

#### **Article 4 – Management Rights**

- 4:01 The Union acknowledges that it is the exclusive function of the Company to manage its business including, but not limited to, the right to:
- (a) maintain order and discipline and efficiency;

- (b) hire, discharge, layoff, recall, suspend, direct, transfer, promote, demote, or discipline employees for just cause;
- (c) develop, publish, maintain and enforce rules and regulations to be observed by employees; and
- (d) generally manage the enterprise in which it is engaged as per Article 2:05;

All management rights, including those stated above shall be reserved unto management except as specifically abridged by this Agreement and all such rights shall be exercised in a manner consistent with the terms of this Agreement.

4:02 The direction and supervision of the workforce shall at all times be the sole responsibility and authority of the Company, unfettered, except by specific terms of this Agreement or by applicable statute.

4:03 It shall be the sole authority of the Company 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 5 – Employee Rights**

5:01 Any disciplinary action taken by the employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.

5:02 The Company and the Union are committed to providing a safe and respectful work environment for all employees and customers. The Company and the Union agree to cooperate to prevent and protect against intimidation or harassment in the workplace. The parties also agree not to discriminate against any employee by reason of race, colour, religion, religious creed, political opinion, ethnic or social origin, sex, sexual orientation, age, national origin, marital status, or physical or mental disability or by reason of employee’s relationship, status or legitimate activities in the Union.



5:03 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 disciplinary action has been taken, and any record of disciplinary action shall be removed from the employees personnel file.

5:04 Agreed but with a memorandum of understanding. It is agreed that a properly authorized staff representative of the Union shall have reasonable access, upon request, to the hotel premises during normal business hours for the purpose of adjusting grievances, discussion of disputes and administering the terms of this Agreement. For the purposes of this clause, normal business hours shall be those hours when the General Manager, Assistant General Manager, or their designated replacement(s) are on duty. The staff representative shall contact either of the foregoing prior to his/her 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 6 – No Strike or Lockout**

6:01 During the life of this Agreement there shall be no lockout by the Company nor any strike, sit down, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them.

6:02 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 Company seven (7) days notice of its intention to strike.

6:03 Notwithstanding the above, no employee shall be required to cross a picket line on the premises of any other employer.

### **Article 7 – Union Officers**

7:01 The Union will keep the Company 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 the Agreement during its term.

7:02 (a) Union officers will be permitted to leave their regular

duties during working hours, with no loss of pay or benefits, in order to deal with the employer on grievances and will be permitted a reasonable period of time to such meeting to discuss the matter with the Griever prior to the meeting provided they first obtain permission of management. Permission may be refused in situations where service to the customers of the hotel will be adversely affected.

- (b) No worker shall leave their place of work to deal with union issued until time permits.

7:03 Union officers will be granted leave of absence without pay for the purpose of attending Union functions, and with pay for meetings with management to negotiate a renewal of the Collective Agreement. It is further agreed that the number of employees granted leave at any one time shall not exceed three (3) with a cap of a maximum of 120 straight time hours for purposes of negotiation nor three (3) for other purposes, and in any case, all may not be from the same department except by mutual agreement. During such absence, vacation and seniority rights shall continue to accumulate.

7:04 The Union shall appoint or elect and the Company shall recognize and meet with such officers and stewards who are employees of the Company, as are necessary to administer adequately, as a Labour/Management Committee, this Collective Agreement.

### **Article 8 – Working Conditions**

8:01 The Company agrees to provide and maintain the following working conditions:

- (a) adequate, suitable and modern toilet facilities;
- (b) adequate, cool, clean drinking water;
- (c) lunchroom with adequate table and seating arrangements;
- (d) an employee at work at the hotel will be eligible to receive a meal from the staff menu including tea, coffee or water for the price of \$4.00 tax included.
- (e) a 50% discount for employees when eating in Hotel Gander's dining room; upon successful completion of

probationary period, excluding Mother's Day and New Year's Eve; and

(f) smoking area for employees.

8:02 The Company maintains a standard uniform for employees in each department. Uniforms shall be worn at all times, in accordance with Company policy.

The following shall be supplied free of charge:

Maintenance – three (3) full uniforms including one (1) pair of safety footwear (to a maximum of \$60.00 for footwear) and nametag.

Cooks and Dishwashers – three (3) full uniforms to include pants, coat and hat. To be provided January 2<sup>nd</sup> and June 2<sup>nd</sup> of each year. One pair of safety footwear to a maximum of sixty dollars (\$60.00) per year.

Stewards – two (2) full uniforms to include pants and shirt. Safety boots to a maximum of \$60.00 for footwear.

Bar – two (2) full uniforms as required including shirt and nametag/excluding pants, shorts etc.

Banquet Servers – two (2) full uniforms, shirt and nametag excluding pants, shorts, etc.

Dining Room Employees – two (2) full uniforms, including pants, shirt and nametag.

Guest Services Representatives – two (2) full uniforms as required. Includes two (2) short sleeved and two (2) long sleeved shirts, vest, pants/skirt, name tag and an extra skirt.

Housekeeping – three (3) full uniforms for full times, two (2) for part times. Includes pants, shirt and nametag.

- 8:03
- (a) All clothing remains property of the Company and must be returned at time of replacement or otherwise upon request.
  - (b) If the company requests specific clothing the Company will provide at no cost to the employee.

- (c) The Company will agree to embroider each individual's name on the uniform for maintenance, cooks and stewards once their probationary period has passed.

8:04 Employees shall smoke only in the designated smoking areas and only during meal breaks or rest periods.

8:05 (a) The normal number of guest rooms which are assigned to a room attendant in each regular working day will be fifteen (15) and it is understood that where a room attendant completes the rooms assigned prior to the end of the shift he/she may be assigned to assist other room attendants who due to circumstances are unable to complete their assigned rooms. The house person, when the hotel is at 90% occupancy, will be assigned to a maximum four (4) rooms.

(b) When a particular group is scheduled at the hotel the Company is willing to mutually agree, when requested by the bargaining unit, that the housekeepers will clean fourteen (14) rooms for that particular group upon checkout day. It is further understood that each of the suites shall be counted as two rooms and the pet room may be counted as two, the general manager or their designate will make such determination using fair and reasonable considerations.

(c) It is understood that fifteen (15) minutes will be allocated to stayovers for the purpose of this clause.

### **Article 9 – Wages and Classifications**

9:01 Job classifications and wage rates shall be shown in Schedule A attached to and forming part of this agreement.

9:02 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 Company shall implement the new rate with the Union having the right to refer the matter to arbitration for final settlement.

9:03 The Company agrees to maintain its existing pay cycle during the term of this agreement unless otherwise mutually agreed.

9:04 Medical plan to be cost shared for all eligible employees on a 50/50 basis.

### **Article 10 – Temporary Assignment**

10:01 An employee temporarily assigned to a position carrying a higher rate of pay than his/her regular classification shall be paid the rate plus benefits for the higher paid job, provided the job lasts more than one (1) full day eight (8) regular hours at straight time pay. This to applies to banquet servers assigned to serve in the restaurant.

10:02 An employee temporarily transferred to a position carrying a lower rate of pay than their regular classification shall be paid the rate of pay of that employee’s regular classification plus benefits provided there is work available to them in his/her regular classification.

10:03 It is understood and agreed that the above provisions shall not apply in those cases where the transfer is occasioned as a result of an attempt to accommodate a request of an employee. In addition, in the case of a transfer, as anticipated in 10:02, this provision shall not apply where, as well, the transfer results from the exercise of seniority and a bumping action, transfer due to shortage or work, or any other reason other than the convenience of the Company.

### **Article 11 – Hours of Work**

11:01 The normal work week shall consist of forty (40) hours comprised of eight (8) hours a day, five (5) regular days for full-time.

11:02 It is expressly understood and agreed that the provisions of this article are not intended to be a guarantee as to the hours of work per week or per day.

11:03 The work week for purposes of pay calculations shall commence at 12:01 a.m. on Sunday and shall end 12:00 a.m. (midnight) on the following Saturday.

11:04 In departments where the daily hours of operation are less than eight (8), or in situations where employees in a department get

less than forty (40) hours over five (5) days, the Company may schedule such employee(s) on the sixth or seventh day within the work week without the payment of premium pay until the employee has reached a total of forty (40) hours for the week or eight (8) hours for the day but the employee(s) shall be entitled to at least one day off each seven (7) day cycle unless the employee agrees otherwise.

- 11:05 For employees working eight (8) hours per day there shall be a paid meal period of one-half (1/2) hour duration scheduled as close as practicable to the middle of the shift. Employees may be scheduled to ensure an orderly shift change and where so scheduled will be paid for all time worked within the scheduled time.
- 11:06 Employees scheduled to work eight (8) hours shall be entitled to one (1) fifteen (15) minute rest period during each half shift, scheduled as close to the mid-point of the half shift as practicable. Employees scheduled to work less than eight (8) hours shall have one (1) fifteen (15) minute rest period after 1<sup>st</sup> two (2) hours of work. Where there is a shift of three (3) or four (4) hour duration employees shall be entitled to take their break after two (2) hours work provided that same is scheduled with due consideration of operational (service) requirements. Employees will advise management by the middle of the shift if they have not been scheduled for a break.
- 11:07 During meal periods (11:05) and rest periods (11:06), Guest Services Representatives, restaurant and lounge may be relieved by management or by employees from another classification. It is also understood that management or an employee from another classification can assist an employee or group of employees, for a short duration, to process or serve a customer's delay due to unexpected business or operational bottlenecks or where employees without adequate notice fail to report to work or are not readily available. Where these employees are unable to be relieved due to service demands of the customers they will be paid for break periods lost where the proper procedures for verification of lost breaks are followed.
- 11:08 After all available employees in a classification have been scheduled for forty (40) hours per week, any required overtime shall be distributed on basis of seniority among those employees

in the classification at work when it is determined by the employer that overtime is required. If no part-time bargaining unit employee with less than forty (40) hours worked is available for work, a casual employee may be scheduled to work the available hours.

- 11:09 All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at time and one-half the regular rate, except where other provisions of this Agreement may call for different rates. The provision shall also not apply to the Food & Beverage department employees (cooks, dishwashers, dining room wait staff, bartenders and servers from the lounge) who may be scheduled in excess of the normal daily hours of work, to maximize hours, at straight time of their classification rates to cover banquet, special and conference functions. Provided always that all time worked in excess of forty (40) hours per week shall be paid for at time and one-half (1.5) of the regular rate. No employee shall be required to work more than twelve (12) hours in a calendar day. Banquet staff will only be eligible for overtime after forty (40) hours per week.
- 11:10 No overtime shall be worked without the permission of the Area General Manager or the Area Controller for the Company.
- 11:11 Employees except casual employees reporting for a scheduled shift or call-in will be paid for a minimum of three (3) hours at the regular rate should the shift be reduced below that level, provided that this occurs through no fault of the employee. However, where the employee and employer mutually agree that the employee may leave work prior to the completion of the minimum three (3) hours worked, the employee shall only be paid for hours worked.
- 11:12 Employees who have forty (40) hours worked in the week and who are required to work on their second day of rest in any week having already worked a full shift on their first day of rest in that week shall be entitled to remuneration at the rate of two (2) times their regular rate of pay for all hours worked on the second (2<sup>nd</sup>) day of rest.
- 11:13 The union agrees that no employee shall, bump from one department to another to maximize hours.

11:14 A night shift premium of \$0.30 per hour will be paid to the Night Person, Laundr and the Steward for all hours worked between 12:00 a.m. (Midnight) and 8:00 a.m.

### **Article 12 – Statutory Holidays**

12:01 All work performed on a statutory holiday will be paid for at the rate of time and one-half (1.5) times the regular rate for all hours worked.

12:02 When a statutory holiday named in this Agreement occurs within an employee’s vacation period, the employee shall be entitled to such statutory holiday, not necessarily during the vacation period, but within thirty (30) days, or in lieu thereof to be paid for it.

12:03 (a) All full-time employees who have work six (6) days during the last two pay periods immediately preceding the holiday, unless absent due to sickness, accident or other just cause permitted by the Company and who are in good standing on the seniority list, shall be entitled to eight (8) hours pay at straight time, while part-time casual employees who have worked six (6) days during the last two pay periods (applying the same conditions respecting absences and seniority) will be paid on the basis of the average number of hours worked during the period.

(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.

(c) The following is a list of paid statutory holidays:

New Year’s Day	Good Friday
Labour Day	Christmas Day
Armistice Day	Canada Day/Memorial Day
Employee’s Birthday	Victoria Day
Gander Day	

### **Article 13 – Vacation**

13:01 Vacation year shall be the calendar year.

13:02 Annual vacation and/or vacation pay shall be earned and calculated as follows:



<b>Years of Service – Vacation Time</b>	<b>Vacation Pay</b>
< 1 year – 4% of regular time worked	4% of gross earnings
1 year to 5 complete years – 2 weeks	4% of gross earnings
6 years – 10 complete years – 3 weeks	6% of gross earnings
11 years to 15 complete years – 4 weeks	8% of gross earnings
15 years or more – 5 Weeks	10% of gross earnings

13:03 The Company shall determine the number of employees who may be granted vacation at any one time in each department based upon the exigencies of the operation. Vacation times shall be granted based upon seniority within each department. Employees shall be granted a maximum of two (2) weeks' vacation at one time. It is understood that two (2) in a department will be scheduled off for the same period provided that operational staffing requirements can be met for a period(s) sought to be on vacation.

13:04 Summer vacation request charts (for the period June 15<sup>th</sup> – August 31<sup>st</sup>) shall be posted by March 1<sup>st</sup> of each year. Employees shall be required to indicate on the chart by April 30<sup>th</sup> their preference for vacation time. The Company shall review such request and shall, subject to operational requirements, decide upon the request and post the schedule no later than May 30<sup>th</sup>. Subsequent to April 30<sup>th</sup>, the available vacation slots shall be filled on the basis of seniority.

13:05 (a) Vacation entitlement not taken in the summer shall be scheduled on the basis of seniority. There can be a carry-over of 5 days of vacation up to September 30<sup>th</sup> of the following year.

(b) All part-time and casual employees shall have the option of having the vacation pay paid at the end of each pay period or be entitled to have it held until requested.

**Article 14 – Seniority**

14:01 (a) Seniority shall mean the length of service of the employee with the Company since the most recent date of hire.

- (b) A seniority list showing for each employee thereon, the employee's name, department, classification and the employment seniority date shall be posted yearly on the 15<sup>th</sup> of June.

Upon posting, employees shall have thirty (30) working days in which 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 proven incorrect (and subsequently corrected) shall henceforth be considered to be permanently correct.

- 14:02 (a) All new hires shall be regarded as probationary. All new Employees hired shall be on probation until he/she has worked six hundred (600) hours, but upon successful completion of the probationary period or a successful performance evaluation, the employee's seniority shall be from the most recent date of hire.

- (b) An employee on probationary status shall have the rights accorded by this Agreement except that those benefits based on seniority shall not be available and such an employee may be summarily dismissed due to lack of suitability. Such dismissal shall not be subject to the grievance/arbitration procedure.

- 14:03 (a) In matters concerning layoff and recall the Company shall retain or recall individuals who are qualified, suitable and able to do the work of the position, and where more than the number of employees required are available and meet the requirements as stated herein employees will be selected based upon seniority to perform the required duties, seniority shall govern.

- (b) When an employee permanently transfers to a new department, 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.

- 14:04
- (a) Seniority shall be recorded on a bargaining unit wide basis and a classification basis.
  - (b) Bargaining unit wide seniority shall only apply for all layoffs where the employees position is redundant. Employees will be advised in writing of layoffs of more than thirty (30) days duration.

14:05

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

- 14:06
- Employees shall lose all seniority if:
- (a) discharged for just cause;
  - (b) quit;
  - (c) fails to return to work without just cause following a layoff after being notified of the availability of work;
  - (d) they have been on layoff for more than eighteen (18) consecutive months in circumstances described in (c) and (d) above where no grievance is filed concerning the matter the employee will be treated as no longer employed by both parties.

- 14:07
- Employees shall retain and accumulate seniority:
- (a) while on layoff for any period not exceeding eighteen (18) months;
  - (b) while on approved leave of absence for education purposes related to the employee's duties in the hotel. Any other leave for education purposes an employee shall not accumulate seniority for the period the leave is granted;
  - (c) while on sick leave or Workers Compensation unless the medical evidence indicates that it is unlikely the

employee will be able to return to work within two (2) years;

- (d) when promoted to a permanent position outside the bargaining unit for a period of up to three (3) months, the time period set forth above shall be cumulative for all promotions within a three (3) year period.

14:08 The Company supports and promotes the principles of advancement within its service.

14:09 In the event a bargaining unit 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. All postings shall list the desired knowledge, qualifications, skills and abilities as well as the expected rate of pay as per the Collective Agreement. Selection and appointment of the best person for the position shall be made on the basis of knowledge, qualifications and abilities, to meet the requirements of the position as listed. In the event that more than one candidate, rated as equal to each other appointment shall be made of the senior employee.

It is understood that no posting shall be required as a result of temporary vacancies unless such vacancies would require an appointment for a period of more than three (3) consecutive months. Once filled though posting the absent incumbent will be required to provide two (2) weeks-notice of an intention to return and the successful candidate will be deemed laid off and required to exercise his/her seniority rights.

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

14:10 Employees who move from one position to another within the bargaining unit shall carry their seniority with them. An employee appointed through the positing procedure to a new position shall be allowed for a period of four (4) weeks to establish that he/she can perform the duties in a manner acceptable to the Company provided that in appropriate circumstances this period may be extended by up to two (2) additional weeks by mutual agreement of the parties. If the employee is not successful, he shall be returned to his previous position provided that position has not be declared redundant. If no position is available as above, the

employee will be placed in any other available position of equal or lower rate of pay for which he is qualified, suitable and able to perform and has the seniority to displace the incumbent, and failing that, shall be placed on layoff.

14:11 The Company shall provide the Union with the following information relating to employees within the bargaining unit – a list of employees showing their name, address, telephone number and classification ranked in order of seniority.

14:12 It shall be the responsibility of the employee to keep the Company informed of his current address and telephone number and the Company shall have the right to rely on the most recent information found in its files with respect to administering this Agreement.

### **Article 15 - Safety**

15:01 The Company and the Union recognize the importance of safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual cooperation, the highest standards in all areas affecting the health and safety of employees.

15:02 The Company and the Union agree to cooperate to provide and maintain a safe and healthy working conditions for all employees as required by the applicable Occupational Health and Safety legislation.

15:03 The Company and the Union agree to establish a joint Occupational Health and Safety Committee to monitor the health, safety and welfare of the workers employed at the workplace. The Occupational Health and Safety Committee shall meet as required by the applicable provincial legislation or as determined necessary by the Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall meet during regular business hours and employees shall not suffer any loss of pay or benefits while engaged in a meeting of this committee. The Occupational Health and Safety Committee shall report as required by the applicable provincial legislation and shall have responsibility among other things to:

- (a) review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;

- (b) review and make recommendations concerning all chemical applications:
- (c) review and make recommendations for health and safety training and education;
- (d) review and make recommendations on environmental test results.

- 15:04 It is agreed that a Union representative has the right to be involved in any fatality investigation concerning any bargaining unit member.
- 15:05 Fire emergency drills will be carried out on Company time at least twice annually.
- 15:06 There will be provided a properly equipped first aid kit and suitable number of employees and persons outside of the unit trained in first aid (herein collectively call the First Aid Attendants).
- 15:07 Two (2) members of the Committee, one (1) from the bargaining unit and One (1) from management shall be designated by the Committee to make tours checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.
- 15:08 An inspection of the first aid kit shall be made every month by a person authorized by the Company and the Union, to ensure that proper contents are provided and available.
- 15:09 The Safety Co-Chairperson or his designate shall accompany the Department of Labour Safety Inspector when he/she make his/her inspections.
- 15:10 When a First Aid Attendant directs an employee who has been injured on the premises to a hospital or clinic for treatment, the Company will continue to pay such employees, to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.
- 15:11 In the event there is an evacuation due to a severe problem that is an imminent threat to the employees, employees shall remain on pay within regular hours while standing by as required by the Company until released. Work shall resume as required by the Company when conditions are acceptable.

## **Article 16 – Leave of Absence**

- 16:01 The Company 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 Company will advise the employee of the reason.
- 16:02 The Company 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.
- 16:03 Any request for leave shall be in writing on forms supplied by the Company, 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 requiring consideration on the part of the Company.
- 16:04 Leave of absence without pay for up to one year may be granted to one employee who has gained seniority and has been appointed to a full-time, paid position with the Union. Under unique circumstances a leave of absence may be extended beyond with prior approval of General Manager. 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 their intent not to return. Failure to return or the receipt of notice of no return shall be regarded as resignation. The Company shall not grant a leave of absence for an employee to work elsewhere.
- 16:05 (a) A pregnant employee who has been employed by Hotel Gander for at least 20 consecutive weeks will be eligible, upon written application to receive unpaid maternity leave.
- (b) The period of such leave shall not be less than seventeen (17) weeks and shall commence not later than eleven (11)

weeks prior to her estimated date of delivery except by mutual consent of the employee and the employer and any employee eligible for maternity leave shall be granted up to thirty-five (35) weeks of additional parental leave subject to the rules and conditions set forth in the provincial legislation.

- (c) Notwithstanding the provision of 15:04(b), an employee may commence her leave earlier or may be granted an extension of her leave, as the case may be subject to presentation of satisfactory medical evidence to the effect that such an extension is necessary for medical reasons.
- (d) Upon completion of her leave, the employee shall be returned to her previous position without loss of benefits and shall be accorded the full rights and benefits provided by this Agreement at that time.

- 16:06
- (a) Where an employee is in the act of adopting a child, the employer shall upon receipt of confirmation from the appropriate agency and upon application in writing from the employee, grant adoption leave to the employee.
  - (b) The term of such leave shall not be less than that available herein for maternity leave and the appropriate conditions governing the provision of such leave and the retention of rights and benefits shall be the same, except that the commencement of the leave shall be not earlier than (1) week prior to the adoption.

16:07

The Company shall grant leave of absence without pay to employees for the upgrading of skills and technical courses related to their work with the Company. The period of such leave shall not exceed one (1) year except by consent of the Company.

- 16:08
- (a) When the death of a member of an employee's immediate family occurs, the employee shall be granted four (4) consecutive calendar days leave (with their lost pay if scheduled to work) immediately following the death. The fourth (4<sup>th</sup>) day will be re-scheduled should the funeral be scheduled outside the four consecutive days and the employee was originally eligible for the fourth (4<sup>th</sup>) day with pay.



- (b) In the event, the death occurs out of the Province of Newfoundland & Labrador, one extra day of paid leave will be granted provided they attend the funeral.
- (c) 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, daughter-in-law, son-in-law shall be included as well provided that they live in the immediate area and/or the employee attends the funeral or is directly involved in with the funeral arrangements.

### **Article 17 – Sick/Personal Leave**

17:01

- (a) Full-time regular employees of the Company, on completion of the probationary period, shall be entitled to receive six (6) days sick leave with pay each calendar year in accordance with the following, sick leave shall not be accumulative. Employees will be paid the first day of leave due to or by reason of in ability to perform his/her duties. The use of this provision will be monitored to determine whether there is a significant increase in absenteeism for the purposes of discussions between the parties during the next round of bargaining.
- (b) Part-time employees who work 1040 hours or more in the previous calendar year shall be entitled to three (3) days sick leave in the subsequent calendar year.
- (c) The pay for such sick leave shall be the employee's pay for the normal hours constituting his/her normal daily work assignment.
- (d) Full-time and part-time employees must maintain their status as full-time and part-time employees, as per the Collective Agreement, to remain eligible for sick days. During any six (6) month period a full-time employee may not work fewer than thirty (32) hours a week for more than four (4) weeks and a part-time employee may not work fewer than twenty (20) hours a week for more than four (4) weeks.

## **Article 18 – Grievance Procedure**

18:01 When an employee has a grievance alleging there has been a violation or misinterpretation of the 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 immediate supervisor concerned 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 his 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 assistant general manager, or his designate, the immediate supervisor, the employee concerned and his shop steward. A staff representative of the Union may be present at the request of either the Company or the employee. It is understood that the Company shall have such assistance at the meeting as it may desire. The decision of the assistant general manager shall be rendered in writing within five (5) days of the meeting.

Step 3: If satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 2 above, either party by written notice to the other, shall have the right to appeal the dispute to arbitration as herein provided.

18:02 In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Company and the Union agree to cooperate and work jointly on ensuring a more effective application of the disputes 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 become aware of the issue.

- (b) The Company 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 position at arbitration, agree on the facts prior to an 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 judgments and decisions, subject to the right of either party to request a subsequent written award.

### **Article 19 – Arbitration**

- 19:01 Failing resolution of the dispute at Step 2 of the grievance procedure any grievance involving the interpretation, application, operation or alleged violation of any article of this Agreement may, in the event of failure to reach an agreement thereon, be referred by either party arbitration by an arbitrator next in rotation to hear the dispute from the list of agreed arbitrators in Schedule B attached.
- 19:02 The party desiring to submit a matter to arbitration shall deliver to the other party a Notice of Intention to Arbitrate which shall reference the name of the grievor, the articles alleged to have been violated, the redress sought or attaching a copy of the written grievance on the form currently used by the Union.
- 19:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall agree on the selection of the arbitrator.
- 19:04 Where none of the arbitrators in Schedule B are able to act as an arbitrator then either party may request the Minister of

Advanced Education, Skills and Labour of the Province of Newfoundland & Labrador to appoint an alternate arbitrator.

- 19:05 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.
- 19:06 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.
- 19:07 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.
- 19:08 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 reason for such the nature of such preliminary objections at the same time as reply to Step 2 of the grievance.
- 19:09 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 and may be scheduled to cause the least disruption to operations where more than the grievor is necessary to be absent from work.
- 19:10 The parties agree to make an earnest effort to resolve matter in the grievance and arbitration process on a timely basis.

## **Article 20 – Labour Management Committee**

- 20:01 The Company and the Union agree to cooperate in the formation of a Labour Management Committee which will consist of three (3) members of the bargaining unit and three (3) members of management. This committee shall meet on a monthly basis or less as the parties determine to discuss issues of importance to both side. 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.

### **Article 21 – General**

21:01 It is understood and agreed that if any circumstances arise from which no provision is made herein, the parties shall use their best endeavor to adjust to the matter, and work shall proceed under the existing practice of the Company until such time as there is mutual agreement to change such practice.

Notwithstanding the above, this provision shall not make any such matter grievable.

21:02 Retirement Allowance

Active employees age 55 and over with service of 20 years or more who retire or who are laid off for no fault of their own will receive one (1) week pay for every year over 20 when they leave the company. Pay will be based on average weekly pay of last three (3) years. Employees terminated with cause will not be eligible for the above allowance.

21:03 The Company will forgive the Group Insurance levy.

21:04 The Company will contribute \$500.00 per year to the Woman's Advocacy Program.

### **Article 22 – Harassment Based on Gender**

22:01 The Company and the Union agree to take every reasonable action to eliminate sexual harassment in the workplace.

22:02 Complaints under this article will be dealt with by the employer and the Union with all possible confidentiality.

### **Article 23 – Amendments**

23:01 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. If no reply is received within thirty (30)

days, a second request, registered mail. If no reply within thirty (30) days, it will be assumed that the amendment is approved.

### **Article 24 – Terms of Agreement**

- 24:01 This Agreement is effective from 2<sup>nd</sup> February, 2021 until February 1<sup>st</sup>, 2024 year to year unless notice is given by one party to the other within sixty (60) day next preceding February 1<sup>st</sup>, 2021 or anniversary date thereof, of a desire to amend or terminate this Agreement.
- 24:02 During the course of any negotiations subsequent to such being given, the Collective Agreement shall remain in full force and effect.
- 24:03 It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.

## Schedule A - Wages

<b>Classification</b>	<b>Feb 2, 2021</b>	<b>Jan 30, 2022</b>	<b>Jan 29, 2023</b>
<b>Housekeeping</b>	\$17.20	\$17.20	\$17.54
<b>Steward</b>	\$17.05	\$17.05	\$17.39
<b>Cooks</b>	\$19.65	\$19.65	\$20.04
<b>Cook's Helper</b>	\$17.05	\$17.05	\$17.39
<b>Dishwashers</b>	\$15.80	\$15.80	\$16.12
<b>Matthew Mallette</b>	\$17.05	\$17.05	\$17.39
<b>Guest Services</b>	\$17.30	\$17.30	\$17.65
<b>Banquets</b>	\$15.87	\$15.87	\$16.19
<b>Bar/DiningRoom</b>	\$15.87	\$15.87	\$16.19
<b>Maintenance 01</b>	\$21.28	\$21.28	\$21.71
<b>Maintenance 02</b>	\$18.80	\$18.80	\$19.18
<b>Night Auditor</b>	\$19.80	\$19.80	\$20.20

**Probation Rate**

<b>Feb 2, 2021</b>	<b>Jan 30, 2022</b>	<b>Jan 29, 2023</b>
\$14.55	\$14.55	\$14.84

*Night Shift Premium of 30 cents per hour for Night Person, Laundry Attendant and Steward*

## **Schedule B – Arbitrator List**

Wayne Thistle

James Oakley

David Alcock

Dr. Iain Bruce

John Clarke



IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set on the day and year first before written.

DATED at \_\_\_\_\_, Newfoundland this \_\_\_\_ day of \_\_\_\_\_, 2021.

**Hotel Gander**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness

**FISH, FOOD AND ALLIED WORKERS (FFAW-Unifor)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness

## Letter of Understanding – Potential New Shift Schedule for Cooks

The Union agrees that, should the Cooks agree, that the employer may introduce a shift rotation that provides for “smoothing” of bi-weekly hours.

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Rex Avery  
Vice-President  
Hotel Gander

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Date

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Greg Pretty  
Industrial/Retail/Offshore Director  
FFAW-Unifor

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Date

## Letter of Understanding – Room Beer Bottles

Housekeeping is permitted to remove beer bottles from rooms and share the refunds amongst the housekeeping staff.

Housekeeping to store room beer bottles in hotel storage area and removed at least every five (5) days.

Housekeeping to handle all administration associated with management of this program.

Bottles managed by the hotel (bar and banquets) not to be intermingled with the room bottles.

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Rex Avery  
Vice-President,  
Hotel Gander

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Date

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Greg Pretty  
Industrial/Retail/Offshore Director  
FFAW-Unifor

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Date

## Letter of Understanding – Overtime

The parties agree that for the purposes of Article 1:02(n) and 11:09 that overtime will be paid after 40 hours per week only.

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Rex Avery  
Vice-President,  
Hotel Gander

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Date

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Greg Pretty  
Industrial/Retail/Offshore Director  
FFAW-Unifor

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Date

## Letter of Understanding - Stay Overs

October 2, 2017

The parties agree that regarding Article 8.05(c) common sense will be applied in the application of this Article. The General Manager or their designate will assess on a case by case basis considering factors such as room occupants, room conditions and should it be necessary, the type of groups. "

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Rex Avery  
Vice-President  
Hotel Gander

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Date

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Greg Pretty  
Industrial/Retail/Offshore Director  
FFAW-Unifor

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Date

## Letter of Understanding – Emergency Bargaining

June 16, 2021

Hotel Gander  
100 Trans Canada Highway  
Gander, NL A1V 1PS

### **Re: Emergency and Bargaining Unit Work**

The Company and the Union recognize the severity of economic conditions. As a result of issues arising from the Corona Virus Pandemic both parties acknowledge two bargaining unit positions. Front desk and cook will be affected where start-ups following aforementioned event shuts down or reduce hours of work.

The parties agree management personnel can perform bargaining unit work on the front desk and kitchen, as long as, Government and/or Chief Medical Officer restrictions are present.

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Rex Avery  
Vice President  
Hotel Gander Limited

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Greg Pretty  
Industrial/Retail/Offshore Director  
FFAW|Unifor