**COLLECTIVE AGREEMENT**

**between**

**THE CLAYMORE INN AND SUITES**

party of the first part and

(hereinafter referred to as the "EMPLOYER" or "COMPANY")

and

**UNIFOR LOCAL 2107**

 of the second part, (hereinafter referred to as the "UNION")

**September 1, 2020 - August 31, 2024**

**ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide a means of settlement of grievances, and to establish and maintain satisfactory hours of work, wages, benefits and other conditions of employment, for the employees covered by this Agreement.

**ARTICLE 2 - DEFINITIONS**

2.01 “Company” as used in this Agreement shall mean The Claymore Inn and Suites, Antigonish, Nova Scotia, or their heirs or successors.

2.02 “Union” as used in this Agreement shall be interpreted to mean Unifor Local 2107.

2.03 “Work week” as used in this Agreement shall mean seven (7) days beginning at 0001 hours on Sunday and ending at midnight on the following Saturday.

2.04 “Qualifications” means a person who has the ability to perform the duties of a position, including general appearance and aptitude to meet and handle the public where required, and as otherwise required by job description/specifications.

2.05 Whenever the masculine gender is used in this Agreement, it shall be interpreted to include the feminine gender as well, and vice versa, and the singular shall include the plural.

2.06 A “regular full-time” employee is one who has been in the employ of the Company for a period of 520 working hours and who has completed the probationary period and regularly works more than thirty (30) hours per week.

2.07 A “regular part-time” employee is one who works less than the hours of work prescribed herein for full-time employees.

2.08 A “probationary” employee is a person who has been in the employ of the Company for a period of fewer than 520 working hours.

2.09 A “temporary” employee means an employee hired to replace an employee who is returning to employment provided that such employment is less than 520 working hours. If the permanent employee’s absence exceeds 520 working hours, the temporary employee becomes a member of the Union with the understanding that on the return of the permanent employee, the temporary employee is no longer in the employ of the Company.

2.10 A “casual” employee is not covered by the Collective Agreement and shall not have the right to grieve any matters.

**ARTICLE 3 - RECOGNITION AND SCOPE**

3.01 The Company recognizes the Union as the bargaining agent for all its employees at the Claymore Inn, located in Antigonish, NS, save and except Department Heads, Manager, Assistant Manager, Sales Manager and Administrative Office Staff, those excluded by the Trade Union Act and casual and probationary employees.

3.02 If, in the interest of maintaining the operation as a viable concern, it becomes necessary, in the Company’s opinion, to contract out any part of bargaining unit work, they shall give the Union six (6) months’ notice in writing of such a change, except where circumstances dictate a more immediate decision due to the economic viability of the Company.

 The parties agree to meet upon request from either party to discuss any plan to contract out bargaining unit work. During such meetings, the Company will explain why contracting out is necessary. The Company will make every reasonable effort to avoid the necessity of contracting out bargaining unit work.

3.03 The classification and rates of pay for any additional positions established on payrolls of the Company will be in conformity with classifications and rates of pay for positions of similar kind or class covered by this Agreement.

3.04 The parties recognize that due to the nature of the business it will be necessary for members of management to perform bargaining unit work. No other persons will perform work which is normally done by members of the bargaining unit except in cases where there are no employees available to do the work at hand. This article shall not apply to contracting out work.

**ARTICLE 4 - UNION SECURITY**

4.01 The parties agree that all employees shall have the right to become members of the Union. No eligible employee shall be refused membership in the Union.

4.02 All employees covered by this Agreement will have deducted each month from their wages the amount of monthly union dues as determined by the Union in accordance with its constitution. The Company shall be advised in advance of any changes in the amount of monthly union dues to be deducted.

4.03 The Union dues referred to in Article 4.02 above shall be remitted directly to the Secretary Treasurer of the Union Local, together with a list of names of all those on whose behalf deductions have been made and the amount deducted for each person. The Union dues deducted shall be remitted in such a manner so as to reach the designated officer not later than the 15th day of the month following its deduction.

4.04 The amount of union dues deducted shall be shown in the appropriate space on T-4 slips issued by the Company.

4.05 The Union agrees and shall indemnify and save harmless the Company from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of an employee pursuant to Article 4.02.

**ARTICLE 5 - RATES OF PAY AND CLASSIFICATIONS**

5.01 Subject to all of the provisions of this Agreement, the rates of pay set out in the attached wage scale, Appendix “A”, shall apply during the term of this Agreement, and shall apply to the classifications listed.

5.02 An employee temporarily assigned to perform any of the duties of a higher-rated position shall receive the higher rate of pay during such temporary assignment.

5.03 An employee temporarily assigned to a lower-rated position shall not have his rate reduced**.** ~~except in the case of a demotion.~~

5.04 The Employer will make every reasonable effort to have employees’ **pay directly deposited every second Thursday (payday).** **If an employee is not set up for direct deposit, the employer will make every reasonable effort to have a cheque available** for pick-up at the front desk by 9:00 am every second Thursday (payday).

**ARTICLE 6 - GENERAL HOLIDAYS**

6.01 The Company agrees to grant the following paid holidays:

 New Year’s Day Thanksgiving Day

 Good Friday Christmas Day

 Easter Sunday Boxing Day

 Canada Day Remembrance Day

 Labour Day Victoria Day

 Heritage Day

6.02 In order to be eligible to qualify for any of the above holidays, the following conditions will apply:

 a) An employee must have completed his/her probationary period;

b) An employee must report for work on his/her regular scheduled shift immediately preceding and immediately following as well as any scheduled shift on the holiday except in the case of ~~bona fide~~ illness or injury to the employee, in which case the employee **may be required to provide medical support** ~~will supply a written declaration from an attending physician~~;

c) An employee has earned wages (including vacation payment) for all or part of each day of at least fifteen (15) of the previous thirty (30) calendar days immediately preceding the holiday.

6.03 All work performed on the holidays listed in Article 6.01 shall be paid at time and one-half the applicable rate **in addition to the employee regular hourly rate .**

6.04 A qualified employee whose vacation period or scheduled day off coincides with any of the General Holidays specified in Article 6.01 shall receive an extra day’s vacation with pay or extra day of leave to which the employee is entitled for that General Holiday. The **day in lieu** ~~of the~~ options in this clause will be at the discretion of the Company with the agreement of the employee concerned.

**ARTICLE 7 - OVERTIME**

7.01 An overtime rate of time and one-half of the rates of pay in Appendix “A” shall apply for all hours worked in excess of eighty-four (84) hours every two (2) weeks.

7.02 An employee shall not be required to suspend scheduled work in order to absorb overtime, except if prearranged by mutual agreement.

7.03 When an employee is required to work overtime, and this causes ten (10) or more continuous hours of duty, such an employee shall be entitled to two (2) meals. The first meal will be 50% of the regular price chosen from a limited menu provided by management and the second meal shall be at no charge to the employee. The employee may decline the benefit and it will not be cumulative.

7.04 When overtime work is required, it shall be offered to the employees in the classification, based on the list established **by** **seniority** ~~of those people available for overtime and~~ excepting situations where there is continuing duty. This work will be offered on the basis of seniority of persons on duty.

7.05 All time cards are to be punched by respective employees. Punching another employee’s card will be grounds for discipline and/or dismissal.

7.06 All overtime must be authorized by management.

**ARTICLE 8 - HOURS OF WORK**

8.01 The normal hours of work shall be forty (40) hours per week, which shall normally be made up of five (5) days of eight (8) hours each, but they shall not be considered a guarantee of any hour of work except that employees who are called in to work will receive a minimum guarantee of four (4) hours. Maintenance personnel are not entitled to this claim.

8.02 Whenever possible, the Company will make every reasonable effort to schedule employees on the basis of five (5) consecutive shifts of eight (8) hours per day, with two (2) days off.

 **a)** When the volume of business will not require eight (8) hours of work, the Company will schedule the hours on the basis of work available with the preference of work assigned on the basis of seniority within the department.

 **b)** Employees may be scheduled to perform work on more than five (5) days per week only by agreement between the Company and the employee and this shall be done only for the purpose of achieving up to forty (40) hours of work for the employee.

 **c)** The Employer will make all reasonable efforts to maximize the hours of work for those employees (up to eight (8) hours in any one day) in housekeeping before scheduling less senior employees for such hours.

 **d)** However, if the senior person is not interested then the hours will be offered to the next senior employee interested until the hours have been filled. There may be exceptions such as during a convention or bus tour that this clause would not apply in order that the work will be completed in a timely fashion.

8.03 The schedule of hours and days of work of each employee in each separate department shall be posted at the same conspicuous place, accessible to all employees within that department.

 **a)** These schedules shall list the hours of work and rest days for each employee for a period of two (2) consecutive weeks and must be posted at least four (4) days prior to the beginning of the first shift which is covered by that schedule, and shall remain posted for the duration of the schedule. Such list will only be subject to change due to circumstances beyond the control of the Company.

 **b)** If the schedule is changed, affected employees will be advised by management and given at least eight (8) hours’ notice**.**

 **c)** If requested to do so, the supervisor concerned will explain the reasons for the change of schedule to an affected employee.

 **d)** The Employer will post a schedule two weeks in advance between June 15th and October 15th.

8.04 Employees shall be entitled to a paid rest break of fifteen (15) minutes for each period of four (4) hours work to be taken when it will least interfere with the work at hand. It will not be cumulative.

8.05 After four hours of completed work, employees will be allowed a paid lunch break of one-half (½) hour during their shift which shall be taken when it will least interfere with the work to be performed. It will not be cumulative.

8.06 Employees who are working alone on a shift may be required to have their lunch at their work station as time permits. If relief is available, employees who are working alone shall be permitted to have their lunch away from their work station.

8.07 Housekeeping employees shall rotate weekends in seniority order.

**ARTICLE 9 – SENIORITY**

9.01 Within thirty (30) days of the signing of this Agreement, the Company shall post, in a place accessible to affected employees, a seniority list which shall indicate the seniority date of each employee by department. The list shall be revised when necessary and will be re-posted ~~each year~~ **every six (6) months** . A copy of the original seniority list and each succeeding list and any revisions to them will be given to the Union President at the time of posting or revision.

9.02 An employee’s seniority date shall be on his or her last date of hire on which such employee first performed compensated service covered by this Agreement.

9.03 A new employee shall be on probation for the period of time it takes the employee to accumulate 520 hours of work within a twelve (12) month period. After completion of the probationary period, seniority shall be effective from the first day of compensated service.

9.04 Seniority shall be applied on a departmental basis, as follows:

a) Front Desk

 b) Housekeeping

 c) Maintenance

9.05 Seniority is defined as the length of service with the bargaining unit from the first date of service after the last hiring by the Company. Employees will continue to accumulate seniority while on sick leave, or other authorized leave of absence, or while laid off due to lack of work, provided they comply with the provisions of Article 10.

9.06 In determining preference for promotions, demotions, layoffs, recalls and transfers, and as set out in other provisions of this Agreement, when an employee is able to perform the requirements of the position, and is qualified, seniority shall be the determining factor. The Company shall be the judge of the qualifications of the employee. The decision is subject to the grievance procedure.

9.07 An employee’s seniority shall be deemed to have been lost if an employee:

 a) resigns;

b) is discharged for just cause;

c) fails to respond to recall without satisfactory reason in accordance with the provisions of Article 10.03;

d) fails to return to work at the expiration of a leave of absence without a satisfactory reason or uses leave for purposes other than those for which the leave of absence was granted;

e) is laid off for a continuous period in excess of twelve (12) months;

f) accepts a position outside the bargaining unit for a period in excess of six (6) months;

g) absents himself from his work without obtaining permission from management and/or without producing evidence of a sufficient reason satisfactory to the Company;

h) fails to notify the Employer of returning to work three (3) days after recall notice is given personally or by registered mail to his last address on file with the Company. All employees must keep the Company and the Union informed of their current address.

**ARTICLE 10-STAFF REDUCTIONS, DISPLACEMENTS AND RECALL TO SERVICE**

10.01 If it becomes necessary to reduce staff in a department, the Company shall, before reducing the number of full-time positions, eliminate whenever possible any part-time positions within the department concerned. If necessary, the Company shall then lay off full-time employees in the reverse order of seniority within the department, providing the remaining employees have the ability to carry on the necessary work.

10.02 Except in cases beyond the control of the Company, the Company will inform employees who may be subject to layoff at least two (2) weeks prior to the effective date of layoff. In the case of permanent reductions, the notice shall conform with the Labour Standards legislation of Nova Scotia.

10.03 Employees shall be recalled in the order of their seniority within each department, provided they have the ability to perform such jobs. The Company shall give formal notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Company advised of any change of his or her address. The employee shall return to work within seven (7) days after the registered letter is delivered unless, on reasonable grounds, he or she is unable to do so, or the employee’s name shall be removed from the seniority list and he or she will be considered as having resigned from the Company. Nothing in the foregoing shall prevent the Company from offering recall to a laid off employee by contacting him or her when it becomes known that a job has to be filled. The employee may accept work immediately if able to do so, but is not bound to do so except when formal notice referred to above is given.

10.04 **In circumstances where** a position is abolished, **the most** junior employee within the department where he or she holds seniority **will be displaced**, provided the more senior employee has the ability to do the work.

10.05 When an employee is on leave of absence or vacation, on the date of his or her displacement or the abolition of his or her position, said employee shall have three (3) days upon return to work to exercise his or her seniority to a position that he or she is able to fill.

**ARTICLE 11 - DISCIPLINE AND GRIEVANCE PROCEDURE**

11.01 An employee is entitled, prior to being discharged, to be notified at a meeting with management, of the reasons for considering such action. The employee shall have the right to be accompanied by his or her grievance committee **and or** **local union president or delegate**, ~~a member of the employee’s choice~~, and shall be advised in advance by management of the time and place of the meeting. **The employer shall give a minimum 48 hours notice of the meeting, and the meeting shall not be unnecessarily delayed due to union representative availability**. Failure to conform with the requirements of this clause shall render the discharge null and void.

11.02 The Employer shall provide the employee and the Union with a written account or copy of any warning or adverse report affecting an employee. Any reply by the employee shall become part of his or her record. The record of any disciplinary action shall not be referred to or used against an employee at any time after fifteen (15) months following such action.

11.03 An arbitrator or arbitration board shall have the power to modify a penalty imposed by the Employer; however, such a board or arbitrator will not have the authority to amend or alter the terms and conditions of this Agreement.

11.04 When an employee is discharged, he or she shall be paid all wages, including vacation pay owed to him or her, on the regularly scheduled pay day for that period. From this amount shall be deducted any money owed by the employee to the Employer.

11.05 Any complaint raised by an employee concerning the interpretation, application or alleged violation of this Agreement, or any employee who believes that he or she has been unjustly dealt with, shall be handled in the following manner:

**Step 1:**

The employee and his/her Shop Steward or any other member of the Bargaining Committee shall discuss the complaint with the Department Head within five (5) working days from the time the complaint arose. If the Department Head is unavailable or will not deal with the complaint, it will then be referred to the General Manager or his representative. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

**Step 2:**

If the complaint is not settled to the satisfaction of the employee within five (5) days after the discussion at Step 1, the matter will then be referred to the General Manager, or his representative, within fourteen (14) days of the cause of complaint, in writing by the Union on behalf of the employee or employees affected. The General Manger, or his representative, will reply to the grievance in writing within seven (7) days.

**Step 3:**

If a settlement is not reached in any of the above steps, the matter may then be referred to arbitration. When one party notifies the other of its intention to seek resolution through arbitration, the parties will attempt to mutually agree on an arbitrator. Should they fail to reach agreement, an independent arbitrator may be appointed by the Minister of Labour of the Province of Nova Scotia.

11.06 In the event **of arbitration, each party shall pay half of the fees for the arbitrator(s) and process.** ~~the parties agree to an arbitration board, the Company shall pay the expenses of the Company nominee to an arbitration board. The Union will pay the expenses of the Union nominee to an arbitration board. The Union and the Company shall equally pay the expenses of the Chairperson.~~

11.07 In cases of suspension or dismissal, the grievance may be initiated at Step 2 of the grievance procedure.

11.08 During any of the steps of the grievance procedure, the Union and/or its agents or representatives may meet with the Company and/or its agent or representative, to attempt to resolve the matter in dispute.

11.09 The time limits referred to in this Article may be extended by mutual agreement between the Company and the Union.

11.10 An employee who has not completed his probationary period may not have access to the grievance procedure.

11.11 If the Company has a complaint with respect to the Union representatives or a complaint that the Union or any of its members has violated the provisions of this Agreement, the Company will submit each such complaint to the Union and it will be taken up in the same manner as a Union grievance. If such a complaint is not settled to the satisfaction of both parties, it may be referred to arbitration by the Company within five (5) days of the date of the last meeting between representatives of the Union and representatives of the Company.

**ARTICLE 12 - VACATIONS**

12.01 Employees will be paid at the time of starting their vacation and all deductions usually made from the employees’ earnings will be made from their vacation pay.

12.02 The Company will grant vacations with pay to all employees who have completed the following amount of service ~~as of June 30th in any one year~~ in accordance with the following schedule:

a) Employees who have less than one (1) year of service will receive one (1) day for each calendar month (or major portion thereof) of service, to a maximum of ten (10) days vacation, and will receive four percent (4%) of earnings.

b) Full-time and part-time employees who have completed one (1) year’s service and less than **seven (7)**  ~~ten (10)~~ years service will receive two (2) weeks vacation, and four percent (4%) of earnings.

c) Full-time and part-time employees who have completed **seven (7)** ~~nine (9)~~ years service **will thereafter earn six percent (6%) of salary and earn** ~~receive~~ three (3) weeks vacation **by the end of the eighth year, and every year thereafter**.

d) Full time and part time employees who have completed fifteen (15) years service will receive four (4) weeks vacation and eight percent (8%) of earnings.

e) Employees who have completed twenty (20) years service will receive four (4) weeks vacation time and ten percent (10%) of earnings.

12.03 Employees shall apply for vacation allotment prior to May 1st of each year. The Company shall prepare a schedule of vacations by classification within each department on the basis of preference by seniority, giving due regard to the requirements of the operation. The schedules shall be posted in each department by the first day of June and subsequent changes will be made only by agreement between the employee and the supervisor concerned, based on the merits of the individual application.

**ARTICLE 13 - LEAVE OF ABSENCE**

13.01 Employees who are officers of the Union Local shall be granted leave of absence without pay as required to act and serve as representatives of the employees or to attend training or other necessary functions of union-related business. The employee shall provide ten (10) days’ notice. Such leave is dependent upon the Employer obtaining a suitable replacement and the Employer shall use all reasonable efforts to obtain such replacement. The Employer will continue the salary of those employees on union leave and will invoice the union for the shift they were scheduled to work. This will be considered a paid leave of absence for any benefits covered under this Collective Agreement.

13.02 Upon written application to the Company, an employee with at least one (1) year of seniority, for good and sufficient cause, may be granted leave of absence without pay for a period not to exceed ninety (90) days. Upon application prior to the expiration of a leave of absence employee may be granted an extension of such leave for a period not to exceed a further ninety (90) days, provided there is agreement between the Company and the Local President. Any request for such leave should be made at least three (3) weeks in advance of the leave. The Company will notify the Union Local President when any leave is granted to an employee under this Article.

13.03 Maternity, parental and adoption leave will be granted as specified by legislation.

**ARTICLE 14 - MANAGEMENT AND UNION RIGHTS**

14.01 The Union acknowledges that it is the exclusive function of the Company to:

 a) maintain order, discipline and efficiency;

b) determine requirements for positions, hire, retire, discharge, layoff and recall, suspend, classify, direct, transfer, promote, demote or otherwise discipline employees subject to the rights of an employee to lodge a grievance in the manner to the extent as provided herein;

 c) maintain and enforce rules and regulations to be observed by employees;

d) Generally, to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standard of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities of management not specifically modified in this Agreement.

14.02 The Union shall notify the Employer in writing of its representatives as follows: Local Officers, Bargaining Committee members, Grievance Committee members, who shall be recognized by the Company accordingly.

14.03 Upon written request from the Union, the Employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit:

a) A list of employees showing their names, addresses and classifications, ranked according to seniority.

 b) Job postings, job awards, promotions, demotions and transfers.

c) Hirings, discharges, suspensions, written warnings, resignations, retirements and deaths.

d) Information relating to salaries and fringe benefits, including pension and welfare plans.

14.04 The Union shall have the right to post notices relating to matters of interest of the Union and its members on department staff bulletin boards. The above notices will be limited to not more than twenty-five percent (25%) of the area of the board.

14.05 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in place.

14.06 Union officers shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement, including the investigation and processing of grievances and attendance at meetings called at the request of management. Permission to leave the work area during working hours for such purposes shall first be obtained from a supervisor, but such permissions shall not be unreasonably withheld.

**ARTICLE 15 - GENERAL**

15.01 Employees on the premises will be expected to act in a responsible manner and to promote good will between the Company and its customers. Any employee found guilty of abusing any extra privilege which may be granted by management may, ~~as punishment~~, have that privilege suspended.

15.02 The parties shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place or origin, union membership or activity, place of residence, political affiliation or activities, or sexual orientation.

15.03 Employees who resign from the Company shall give two (2) weeks’ notice to the Company and, upon request, shall be given a letter of reference.

15.04 Gratuities left for the staff shall be given to the employee or employees for whom they are left. When gratuities are charged or left for staff, the Company shall keep a written record of all such gratuities which will be made available for viewing by the Local President or his representative at any reasonable time arranged with management.

 Such amounts shall be divided in the following manner:

a) Housekeeping: amounts left in rooms or on account shall be entirely for the maid or maids who performed the work in that room.

b) Any cans or bottles left by the guest after having checked out will be the property of the maid or maids who performed the work in that room.

15.05 The Employer shall provide two (2) uniforms for full-time employees and one (1) uniform for part-time employees after consultation with the employees regarding colour, style, etc. Management will determine if replacements and/or additions are necessary and respond accordingly.

15.06 The Employer agrees to maintain the existing standards on occupational health and safety as set out in the Nova Scotia Occupational Health and Safety Act 1996 as the minimum standard.

**ARTICLE 16 - LABOUR/MANAGEMENT RELATIONS**

16.01 A Labour-Management Relations Committee shall be formed composed of the General Manager of the Company, and the Local Union delegate, and such other delegates as the parties decide upon. The Committee shall meet on the request of either party, and should meet regularly each month for the purpose of discussing matters of mutual concern, and shall be regarded as a method of putting forth suggestions by either side to improve the atmosphere of work and as a way of improving upon the business, which is in the best interest of the Company and its employees.

16.02 Attendance at any meeting with the staff called at the request of management, which is held outside of the regularly scheduled hours of work of any employee, shall be attended by such employee on a voluntary basis. If employees are required to attend such a meeting they shall be paid at their classification rate. Such time will not qualify for overtime.

16.03 As soon as possible after the signing of this Agreement, the Company will prepare a general job description for each classification. The Union and the Company will meet as per Article 16.01 above to discuss and receive input and suggestions from the employees. In the event of a change, the Company will provide a copy of changed job descriptions to the Union and the employees affected.

**ARTICLE 17 - HEALTH AND WELFARE BENEFITS**

17.01 Full-time employees will be allowed sick leave with pay on an annual basis in accordance with the following:

 After 1 year 5 days sick leave

 2 - 4 years 10 days sick leave

 5 - 7 years 13 days sick leave

 After 7 years 15 days sick leave

 A doctor’s certificate will be supplied if requested by management. There will be no carry over of this benefit.

17.02 Employees may use a maximum of two (2) sick leave days each year for the purpose of attending to a doctor or dentist appointment out of town.

**ARTICLE 18 - TRAINING**

18.01 The employees will be encouraged to take training in any field which will help the Company and the employee to provide a better quality of service to the customers. Such training may include first aid, fire and safety, and training to upgrade the skills required of the employees in their classifications. Where practical, training will be offered on the basis of seniority, capability and willingness to learn, within the departments.

18.02 Any employees taking training on behalf of the Company shall not suffer any loss of his or her regular wages.

**ARTICLE 19 - BEREAVEMENT LEAVE**

19.01 An employee shall be entitled to leave of absence with pay for a period of up to five (5) working days in the event of the death of the employee’s mother, father, spouse, common-law spouse, step-parent, child, grandchild, grand parent, brother or sister, and of two (2) working days in the event of the death of the employee’s mother-in-law, father-in-law, sister-in-law or brother-in-law. If normal days off coincide, payment will not be made in lieu of same.

19.02 In the event of a death or deaths in an employee’s immediate family, i.e. mother, father, spouse, child, grandchild, brother, sister, the employee may request additional unpaid bereavement leave. The Company shall not unreasonably deny such a request.

19.03 An employee who is on vacation when a death occurs as covered in Article 19.01 shall be entitled to cancel his/her vacation and be placed on bereavement leave and at future date, as mutually agreed between the employee and the Employer, take his/her vacation that was cancelled.

**ARTICLE 20 - NO STRIKES OR LOCKOUTS**

20.01 During the terms of this Agreement, there shall be no strike, work stoppage, slowdown or interference or interruption of any operation of the Company by an employee or by the Union. There shall be no lockout by the Company.

**ARTICLE 21 - POSTING AND FILING OF POSITIONS**

21.01 Vacancies in established or new positions shall be posted in advance and in no event for less than five (5) calendar days except with respect to vacancies having less than thirty (30) days anticipated duration. Employees desiring such positions shall, within five (5) calendar days of posting, make written application stating qualifications for the vacancy to the manager or designated supervisor. In the case of a new positing being posted, a description of the major duties shall be included on the posting.

21.02 Appointments under the provision of this Article shall be made by the appropriate supervisory officer of the Company on the basis of seniority and ability of the applicant. The manager shall be the judge of ability subject to the right of appeal by the employee and/or the Union, in accordance with the grievance procedure.

21.03 An employee who is assigned to a posted position will receive a full explanation and will be shown the duties of the position, and must demonstrate his or her ability to satisfactorily perform the work within a reasonable probationary period of up to thirty (30) working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his or her ability to satisfactorily perform the work, the employee shall be returned to his or her former position without loss of seniority.

**ARTICLE 22- DURATION OF AGREEMNT**

22.01 This Agreement will take effect on September 1, ~~2017~~ **2020**, and will remain in effect until August 31 ,~~2020~~ **2024** , and from two years thereafter unless either party serves notice to the other party hereto of intent to have the agreement amended.

 **Agreed between the parties this\_\_\_\_\_\_ day of September 2021**

 **For the Company For the Union**

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**Appendix “A”**

**Wage increases: September 2020 2%**

 **September 2021 6%**

 **September 2022 1%**

 **September 2023 1%**

**All wages increase will be retro active from September 1, 2020 for staff employed with the Company on the date of ratification.**

**Wage Grid:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Sept 1, 2019 (previous contract) | Sept 1, 2020 | Sept 1, 2021 | Sept 1, 2022 | Sept 1, 2023 |
| Guest Service Agent | 16.65 | 16.98 | 18.00 | 18.18 | 18.36 |
| Maintenance | 16.65 | 16.98 | 18.00 | 18.18 | 18.36 |
| Housekeeping | 14.53 | 14.82 | 15.71 | 15.87 | 16.03 |
| First year employment | Less 15% |
| Second year of employment | Less 10% |