

COLLECTIVE AGREEMENT

BETWEEN:

Trade Centre Limited

Hereinafter referred to as "the Company"

and

**National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada) Local 4005**

Hereinafter referred to as "the Union"

Effective: November 15, 2012 to November 14, 2015

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ARTICLE 1 RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions for the employees defined in Article 1.02

1.02 (a) The word employee(s) as used in this agreement means those hourly rated employees performing kitchen and catering duties at the World Trade and Convention Centre, 1800 Argyle Street, Halifax, NS. Excluding those persons excluded by Part 1, Section 2, subsection 2 paragraphs (a) and (b) of the Trade Union Act.

1.02 (b) The parties agree in recognition of the anticipated construction of a new World Trade and Convention Centre that the bargaining unit referenced in article 1.02 (a) will also include the new facility should one be built.

1.03 To qualify for membership in the bargaining unit an employee must work five-hundred and twenty (520) hours in the six (6) months period January 1 to June 30th or July 1 to December 31st of any calendar year.

1.04 An employee shall cease to be a member of the bargaining unit if they have failed to work in any six (6) month consecutive period. **This timeline may be extended by mutual agreement between the parties to this Agreement.**

ARTICLE 2 NO DISCRIMINATION

2.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, color, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity **or by any other prohibited grounds of discrimination as outlined in the Human Rights Act, RSNS 1990, c. 124, as amended.**

2.02 The Company and the Union are committed to providing harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy, respect and consideration and to discourage harassment.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union acknowledges that all rights and prerogatives of management, which the Company had prior to the execution of this agreement, are retained exclusively by the Company, including but not limited to:

- The right to maintain order, discipline and efficiency;



- The right to make, initiate, alter and enforce workplace and employee rules, regulations, policies and practices;
- The right to discipline and discharge employees for just cause;
- The right to select, hire, train, direct and control the working force and employees;
- The right to transfer, assign, promote, demote, classify, reclassify, lay-off and suspend employees;
- The right to introduce new and eliminate or change existing equipment, machine, services or processes;
- The right to make studies of work loads and institute changes in the work load and job assessments;
- The right to plan, direct and control operations;
- The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part;
- The right to control productivity;
- The right to determine standards, methods and means of production;
- The right to determine the job content and requirements of any job or classification;
- The right to determine the number and type of qualifications of its employees needed by the Company at any time;
- The right to determine the number of employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked;
- The right to maintain or establish standards of quality and quantity to be maintained.

The above enumeration of rights is by way of example and is not a limitation of the Company's rights to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Company.

ARTICLE 4 UNION SECURITY

4.01 All employees per Article 1.03 will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.

4.02 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

4.03 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary along with a list of names and the amount of each deduction.

4.04 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

4.05 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted.

4.06 The Union agrees to indemnify and save harmless the Company from any liability or action arising out of the operation of this Article.

ARTICLE 5 SENIORITY

5.01 All bargaining unit employees' names will appear on a seniority list as of their date of hire, and be revised each August 15 and January 15 and posted on the assigned notice board. A copy of such list will be given to the Union Steward.

5.02 Seniority will start from the first date of hire and the employee's name will appear on the Seniority List in order of the respective date of hire.

5.03 In the event more than one employee is hired on the same date, the Company will randomly assign each employee with a seniority code number, this number will be used in determining each employee's seniority standing, i.e. lowest seniority code number will be highest seniority standing on such date.

ARTICLE 6 LOSS OF SENIORITY

6.01 Seniority rights shall cease for any of the following reasons:

1. If an employee voluntarily quits the employ of the Company.
2. If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
3. If an employee overstays a leave of absence or remains away from work without permission for any period, the employee shall be subject to discipline up to and including discharge, unless the employee has a justifiable reason for such absence.
4. If an employee fails to report for work in accordance with a notice of recall, or within (3) three working days after registered mailing date of such notice, whichever is later.
5. If laid off, an employee will be retained on the seniority list for a period (6) six months.

ARTICLE 7 LAYOFFS AND RECALLS

7.01 The Company will give at least seven (7) **calendar** days notice to employees and the Union of any permanent layoffs.

7.02 Whenever it becomes necessary to decrease the work force in a Department, probationary employees will be the first laid off. If further layoffs are necessary, employees with the least amount of seniority shall be laid off, provided those remaining employees with more seniority possess the necessary knowledge, skills and ability to do the work available. In the event of such a layoff all employees will be given five (5) working days notice of the layoff. In the event of a dispute regarding an employee's knowledge, skills and ability to perform the available work within the affected Department, such employee will be given a five (5) working shift trial for the purpose of determining their ability.

7.03 Employees who have been laid off in accordance with the above provisions will be returned to work in reverse order of layoff provided those employees possess the necessary knowledge, skills and ability to do the work available.

7.04 The Company will provide the Union Steward with a list of employees to be laid off or recalled, also any cancellation of such notices.

7.05 Department, as used in this article refers to Chef Tournant, Commis, Steward, Food & Beverage. **(deleted Windows Food & Beverage)**

ARTICLE 8 WAGE ADMINISTRATION AND RATE PROTECTION

8.01 An employee who is moved by the Company to a higher paying job shall have his/her wages adjusted on the date of such assignment.

8.02 An employee who is moved by the Company to a lower paying job shall maintain his/her rate of pay in effect at the time of such move for a maximum of three months after which point they will be paid the job rate for the lower paying job. This rate protection will not apply to an employee moved from a temporary assignment, or to an employee who refuses to return to his/her formerly held job from which they were moved.

8.03 No job will be reclassified either upward or downward during the life of the agreement, except by mutual agreement.

ARTICLE 9 JOB POSTING

9.01 In the event new jobs are created within the bargaining unit, the Company will post such new jobs for a period of (14) fourteen calendar days, in order to allow bargaining unit employees to apply.

9.02 In filling jobs under this section the employee who possesses the knowledge, skills and ability to perform the job will be selected. Where there is more than one employee who applies for the job who is equally qualified the employee with the greatest seniority will be selected.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Should any difference arise between the Company and the Union, or any of the employees represented by the Union, concerning the meaning or violation of any of the provisions of this Agreement, such grievances shall be settled in an orderly fashion and without stoppage of work in accordance with the procedure set forth in this Article.

10.02 The alleged grievances will be dealt with in the following manner:

Step 1 Within five (5) days after circumstances giving rise to a grievance that came to the attention of an employee or Union Representative, said employee shall make contact with his/her immediate supervisor concerning the aforementioned grievance in which the supervisor shall respond within seven (7) days.

Step 2 Within seven (7) days of the supervisor's response at Step 1 of the grievance process, with or without the presence of the employee involved, the Union shall present the grievance to the Department Manager in writing. The Department Manager shall give his/her decision within seven (7) days (or as otherwise mutually agreed) following the presentation of the aforementioned written grievance.

Step 3 Failing settlement under Step 2, within seven (7) days after the Department Manager's decision is given, the Union may present the grievance to the Department General Manager in writing. The Department General Manager shall give his/her decision within seven (7) days (or as otherwise mutually agreed) following the presentation of the grievance to him/her.

10.03 (a) If either party, following the exercise of the grievance procedure, wishes to take the matter to arbitration, they shall give the other party written notice of their intention and, at the same time, name their choice of an arbitrator. Such notice must be sent within fourteen (14) days after the delivery of the reply referred in Step 3. The other party shall, within seven (7) days, give notice of acceptance or denial of the forwarding party's choice of an arbitrator.

10.03 (b) In the event the parties cannot agree on an arbitrator within five (5) days of receipt of notice wherein there is a denial of the forwarding party's choice of arbitrator, the parties shall submit a request to the Minister of **Labour and Advanced Education** for the Province of Nova Scotia to request that he/she appoint a single arbitrator.

10.03 (c) The arbitrator shall render his/her decision within a reasonable period of time following the hearing. The decision of the arbitrator shall be final and binding upon all parties concerned. However the arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.03 (d) The Company and the Union shall share equally all costs of the Arbitrator. The party calling such witnesses shall pay witness fees and allowances.

10.03 (e) Both parties support the Province of Nova Scotia Voluntary Planning Expedited Arbitration Process and will consider its use in resolving grievances where practical.

10.04 Where operational requirements permit and on reasonable notice, the Company may grant leave with pay to an employee for purpose of attending grievance meetings with the Company.

10.05 If either the Company or the Union alleges violation of the Agreement through action of the officials of either, or of the employees, the grievance may be dealt with through the grievance procedure established by this Article. Discussion between the Company and the Union apart from the grievance procedure shall not preclude resort to the grievance procedure later, if so desired.

10.06 When an employee is to be interviewed for the imposition of discipline that will be entered in his/her employment record, he/she will be accompanied by a Union Steward. Such



meeting if required will occur within seven (7) **calendar** days of the Company's completed investigation or in situations where an accident or criminal investigation\illegal act or facts have been misrepresented are involved, such meeting may be postponed until the Company has completed its investigation. It is understood that a disciplinary meeting with an employee will not be postponed due to the unavailability of a Union Steward.

10.07 The time limits specified in Article 10 shall be exclusive of Saturdays, Sundays, and Holidays. Time frames may be extended by mutual agreement of both parties.

ARTICLE 11 LEAVE OF ABSENCE

11.01 Upon application and one (1) week notice, except in cases of emergency, leaves of absence may be granted to employees without loss of seniority. Leaves of absence must be signed by the Company and a copy given to the Union. Where **operational** reasons dictate such leave request will be denied.

11.02 Any employee of the Company elected or appointed to a full-time position in the Local Union or National Union will be granted a leave of absence by the company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.

11.03 Providing the Company receives two (2) weeks notice and where operational requirements permit, the Company may grant a leave of absence without pay to members of the Union to attend to union business to represent the Union at any Convention, Conference or Training.

11.04 Employees on leave for Union business in accordance with Article 11.03 shall be paid regular job rate minus applicable deductions. The Company will bill the Union for the Employee's gross pay, benefits and statutory obligations. The Union agrees to reimburse the Company for these costs.

11.05 With written approval of their supervisor, an employee may receive up to five (5) days off per year to care for dependant family members. In an emergency situation the employee must speak with a Catering supervisor to obtain approval for the leave.

ARTICLE 12 PREGNANCY LEAVE

12.01 The Company agrees to provide an unpaid pregnancy leave of up to seventeen (17) weeks for a pregnant employee with a minimum of thirteen (13) weeks of service prior to her due date.

12.02 In addition, a pregnant employee is entitled to extend this leave up to thirty-seven (37) weeks under the Parental Leave provision when the Pregnancy Leave period expires.

12.03 Benefits coverage shall be maintained for an employee on leave under this article and the Company and the employee shall continue to make their respective contributions for such coverage's in accordance with established procedures.



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12.04 An employee on leave under this article shall accrue seniority throughout her period of leave.

12.05 If the employee has been employed for at least two years, the employer will supplement the employees EI benefits up to **ninety-three percent (93%)** of their usual weekly earnings for the first fifteen (15) weeks of the leave.

ARTICLE 13 PARENTAL LEAVE

13.01 Every employee is entitled to an unpaid leave of absence of up to **fifty-two (52)** weeks Parental Leave (if the employee has not taken a Pregnancy Leave) provided the employee has been employed by TCL for at least one year. The employee must have become the parent of one or more children through birth or adoption and supply legal documentation as confirmation. The employee must also have given written notice of the start and return to work dates of his/her leave.

13.02 An employee on leave under this article shall accrue seniority throughout his/her period of leave.

ARTICLE 14 REPORTING-IN PAY

14.01 Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report shall be permitted to work a minimum of three (3) hours at the applicable hourly rate. Proper notification is fulfilled when the Company has placed at least one call to the current on file notification phone number.

14.02 The employee is responsible to maintain on file with the Company the most recent notification phone number.

ARTICLE 15 EMERGENCY CALL-BACK PAY

15.01 Any employee called back to work after completion of their scheduled shift and signs out shall receive in such instances a minimum of two (2) hours pay or time worked, whichever is greater, based on the regular hourly job rate.

ARTICLE 16 INJURY ON THE JOB

16.01 Employees who are injured at work and who are unable to continue at their job shall be paid their regular earnings for the balance of the shift on which the injury occurs.

ARTICLE 17 BEREAVEMENT LEAVE

17.01 In the event of the death of an employee's spouse, partner, child, ward, brother or sister, parent, grandparent, grandchild, or the employee's partner's mother or father, bereavement leave may be requested for up to five (5) consecutive working days for the purpose of attending the funeral and conducting other associated activities. If the bereavement leave occurs during a time



the employee was scheduled to work, the employee will receive bereavement pay at his/her job rate for up to five (5) days.

In the event of the death of an employee's partner's son, daughter, brother or sister, bereavement leave may be requested for up to five (5) consecutive working days for the purpose of attending the funeral and conducting other associated activities. If the bereavement leave occurs during a time the employee was scheduled to work, the employee will receive bereavement pay at his/her job rate for up to three (3) days.

ARTICLE 18 BULLETIN BOARDS

18.01 The Union will have the use of a bulletin board in the workplace for posting of union notices. Such bulletin board to be supplied by the Company.

ARTICLE 19 PAYDAY

19.01 Pay day shall be once every two (2) weeks on Thursday in the a.m. in accordance with the Company's payroll policy.

ARTICLE 20 STRIKES AND LOCKOUTS

20.01 The Union agrees that it will not cause, authorize or sanction its members to cause or take part in any sit down or slowdown in any department, or any strike or stoppage of any of the Company operations, or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this Agreement. The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

ARTICLE 21 CLASSIFICATION, WAGES AND MEMBERSHIP

21.01 The Company will pay employees according to the classification and wages in Appendix A that forms part of the Collective Agreement.

ARTICLE 22 HOURS OF WORK

22.01 (a) The Company shall have the right to schedule the necessary shifts. Where an employee indicates at least one week prior to the scheduling of a shift that they will be unavailable, the Company shall attempt to accommodate such request.

22.01 (b) Schedules shall be posted on Wednesday for shifts starting Monday, where operational requirements permit.

22.01 (c) Where operational requirements permit employees not wishing to be scheduled for shifts after having worked **five (5)** consecutive shifts shall not be scheduled for at least two (2) shifts.

22.01 (d) Employees will have the option of a ten (10) hour break between shifts which will be dealt with on an individual basis.

22.01 (e) Work will be distributed, to the degree possible, by seniority. Senior employees will have the option to accept or decline the shift, subject to operational requirements.

22.01 (f) Employees will be able to change departments in order to maintain hours if, in the opinion of the Employer, they have the skill and ability to do the work.

22.01 (g) It is recognized that some employees will require a second job and the Company will work with the employee and the Union to facilitate a balancing of schedules where operationally possible.

ARTICLE 23 OVERTIME EQUALIZATION

23.01 Overtime will be distributed as equitably as possible among the employees who normally perform the work.

ARTICLE 24 OVERTIME PAY

24.01 Any work performed by an employee in excess of forty-four (44) hours per week will be paid for at the rate of time and one-half.

ARTICLE 25 PROTECTIVE CLOTHING

25.01 The Company will pay for all Personal Protective equipment as required. This will include uniforms for the catering staff.

25.02 The Company will provide culinary employees with safety shoes or boots. The Company will provide employees with an approved vendor list of safety boots and shoes. Employees shall then choose their safety boots or shoes, on an annual basis, from the approved list at no cost to the Employee.

25.03 Uniforms will be provided to kitchen staff by the Company at least twice per year. This shall include jackets, pants and aprons.

ARTICLE 26 ADMINISTRATION OF DISCIPLINE

26.01 No written disciplinary action shall remain against an employee's record for a period longer than eighteen (18) months.

26.02 Discipline is defined as a verbal or written warning, suspension, and discharge of an employee.

ARTICLE 27 HEALTH & SAFETY

27.01 The Union and the Company agree to actively promote measures to assure the health and safety of all employees.



27.02 The WTCC Joint Health and Safety Sub Committee will have one member representing bargaining unit employees who is elected or appointed by the Union.

27.03 The WTCC Joint Health and Safety Sub Committee will operate in accordance with the Nova Scotia Occupational Health and Safety Act.

ARTICLE 28 VACATION

28.01 The vacation period is April 1-March 31 inclusive. After 12 months of continuous service, employees are granted paid vacation to be taken at a time approved by the supervisor and satisfactory to the employee.

28.02 Vacation is granted in accordance to the following schedule:

<u>Years of employment</u>	<u>Vacation entitlement per fiscal year</u>
0-2	10 days and 4% of their earnings (excluding gratuities)
3-6	15 days and 6% of their earnings (excluding gratuities)
7-17	20 days and 8% of their earnings (excluding gratuities)
18-25	25 days and 10% of their earnings (excluding gratuities)
26+	30 days and 12% of their earnings (excluding gratuities)

Vacation pay must be accrued and paid out when employee takes vacation leave. **Employees who work less than 90% of the year (average 36 hours per week) may request vacation pay without taking the time off)**

28.03 Employees may bank vacation to a maximum of four (4) weeks (for greater clarity one hundred and sixty (160) hours). Employees whose banks exceed four (4) weeks shall be paid out any surplus. Employees may choose to take the excess vacation pay in a lump sum or over a period of time with the minimum payment being one hundred dollars (\$100) per pay period until the excess vacation is exhausted.

ARTICLE 29 HOLIDAY PAY

29.01 (a) For the purpose of this agreement, the following days are paid holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (Natal Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

29.01 (b) In order to qualify to receive pay for these holidays the employee must have worked the last scheduled shift before the holiday and the first scheduled shift after the holiday. If an employee qualifies for holiday pay he/she shall receive eight (8) hours pay at their normal hourly rate.

29.01 (c) If an employee works on a holiday then the employee is entitled to receive one and one half times the employee's regular rate of wages for the number of hours worked on that holiday.

ARTICLE 30 SICK AND FAMILY RELATED LEAVE

30.01 If an employee has at least one (1) year of continuous service, they are eligible for up to three (3) days of paid medical **or family leave days** per fiscal year. Employees that have at least (2) two years of continuous service will be eligible for up to six (6) days of paid medical leave **or family leave days** per fiscal year. Employees are entitled to carry over unused days of sick leave to a maximum of **twenty-three (23) days**. **A sick day will be calculated at eight (8) hours regular pay. Holiday pay as per Article 29 will apply if holiday pay is applicable.**

ARTICLE 31 CAPITAL ACCUMULATION PLAN

31.01 The employer and the employees agree to contribute to a Capital Accumulation Plan Vehicle on the following basis:

- (a) Employees with less than 5 years of service - employer contribution is 3% of earnings and employee contribution is 2% of earnings.
- (b) Employees with 5 years of service or more - employer Contribution is 4.5% of earnings and employee contribution is 4.5% of earnings.

31.02 The employee contributions will be paid into a Group Tax-Free Savings Account.

ARTICLE 32 DURATION OF AGREEMENT

32.01 The agreement shall be effective from the **15th day of November, 2012**, to and including the **14th day of November, 2015**. Either party shall be entitled to give notice in writing to the other party as provided in the Nova Scotia Trade Union Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within **fifteen (15) days** of the notice or within such further period as the parties mutually agree upon.

Appendix A Classification and Wages

CLASSIFICATION	11/15/12	11/15/13	11/15/14
	(2.0%)	(2.5%)	(3.0%)
F&B Server 1	\$16.65	\$17.07	\$17.58
F&B Server 2	\$15.86	\$16.26	\$16.75
Kitchen Steward	\$13.31	\$13.64	\$14.05
Chef Tournant	\$18.98	\$19.45	\$20.03
Commis #1*	\$15.86	\$16.26	\$16.75
Commis #2	\$13.31	\$13.64	\$14.05
Bar Supervisor	\$17.92	\$18.37	\$18.92

* To qualify for the paid rate of Commis 1 the employee must have qualified for an Interprovincial Red Seal.

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IN WITNESS WHEREOF the parties thereto have duly executed these present as of this 5
day of April in the year 2013.

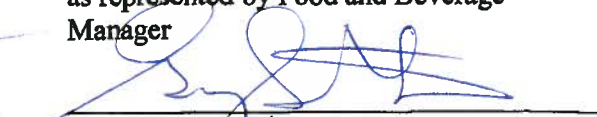
SIGNED, SEALED & DELIVERED at Halifax, Nova Scotia

For the Company
in the presence of:

as represented by Food and Beverage
Manager



Witness



Greg Smith

as represented by, the President & CEO

Witness



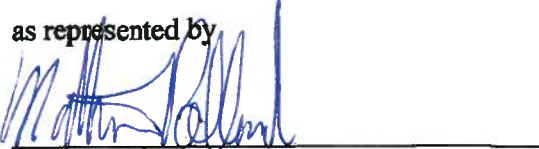
Scott D. Ferguson

SIGNED, SEALED & DELIVERED at Halifax, Nova Scotia

For The Union
in the presence of:

as represented by

Witness



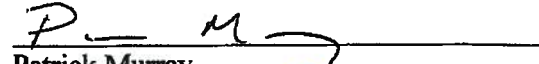
Matt Pollard

Witness



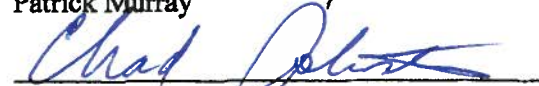
Belinda Hewlin

Witness



Patrick Murray

Witness



Chad Johnston

February 28, 2013

Mr. Chad Johnston
CAW National Representative
CAW-Halifax
63 Otter Lake Court
Halifax NS B3S 1M1

Dear Mr. Johnston,

This is to confirm that the new wage rates are retroactive to November 15, 2012. As per our discussions at the bargaining table, the retroactive pays will be processed as soon as possible after both parties have ratified the tentative agreement. As you are aware, we will be presenting the agreement to our Board on March 27, 2013.

Yours sincerely,

Dane Percy
Chief Negotiator
TCL