

COLLECTIVE AGREEMENT

Between

**3311051 NOVA SCOTIA LIMITED (MANGA HOTELS)
OPERATING AS:**

**THE HAMPTON INN & HOMEWOOD SUITES BY HILTON
HALIFAX DOWNTOWN**

(Hereinafter referred to as the "COMPANY")

- and -

**BAKERY, CONFECTIONARY, TOBACCO WORKERS &
GRAIN MILLERS**

INTERNATIONAL UNION, LOCAL 406

(Hereinafter referred to as the "UNION")

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ARTICLE I – PURPOSE

- 1.01 The general purpose of this Agreement is to maintain satisfactory relations between the Company and its associates, to provide a means for the prompt and equitable disposition of any grievance that may arise and to maintain satisfactory working conditions and rates of pay for all associates who are subject to its provisions.
- 1.02 The Company and the Union recognize that due to the 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 associates 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.

ARTICLE II – RECOGNITION

- 2.01 The Company, 3311051 Nova Scotia Limited (Manga Hotels) operating as Hampton Inn and Homewood Suites by Hilton – Halifax Downtown recognizes the Union, The Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, Local 406, as the sole collective bargaining agent for the bargaining unit certified by the Labour Relations Board of Nova Scotia by Order No. 1390.

ARTICLE III – RELATIONSHIP

- 3.01 The Union agrees that there will be no Union activity on the Company's premises without the authorization of the Manager or his delegate. Union officials will advise the Company before meeting with associates during working hours.
- 3.02 The Union will supply the Company with the names of its Stewards who may be called in to deal with Company Representatives on matters affecting the members of the bargaining unit.
- 3.03 The Company will notify the Union of changes of its supervisors or other members of Management with whom the Union may be required to transact business.
- 3.04 No Union or Company associate shall be asked or permitted to make any verbal or written agreement contrary to the Collective Agreement.
- 3.05 With the exception of the Food and Beverage Manager, management and non-bargaining unit associates shall not perform work that is normally performed by associates covered by the collective agreement except for the purposes of training and instruction of employees, in emergencies, to provide brief periods

of assistance or where unexpected business appears on a given day.

The work performed by the Food and Beverage Manager will not impact the scheduled hours of the bargaining unit associates concerned.

- 3.06 The employer agrees that a Union Shop Steward will be given the opportunity to attend the regularly scheduled orientation meetings for ten (10) minutes for the purpose of acquainting new associates with the benefits and duties of Union membership.

ARTICLE IV – MANAGEMENT FUNCTIONS

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

- a) To operate and manage its business and direct the work force in accordance with its commitments and responsibilities.
- b) To select, hire, transfer, promote, demote, classify, lay-off, suspend or discharge an associate for cause and to maintain order, discipline and efficiency.

4.02 The Company may establish, post and from time to time change, house rules, procedures and regulations governing associates. These rules will generally cover, but are not limited to, such subjects as department, dress, discipline, quality of service and sanitation. The Company agrees that these rules will not be inconsistent with the terms of this Agreement.

Any charges to the above shall be communicated to the union prior to changes coming into effect.

ARTICLE V – UNION SECURITY & CHECK-OFF

5.01 Each associate who was a member of the Union at the signing of this Agreement shall maintain his membership in the Union during the term of this Agreement.

5.02 Associates shall be deemed to be members of the Union in good standing so long as they continue to pay their regular Union dues.

5.03 New associates shall be required to sign a Union Check Off form, authorizing union dues deductions, commencing from the first week of employment. Associate's Social Insurance Number shall be provided to the Union office unless the associate directs the company otherwise.

5.04 The amounts deducted under 5.03 will be remitted to the Treasurer of the Union (or such other person as is designated by the President of the Union in writing) once a month together with a list of the names of the associates from whom deductions are made before the 10th day of the following month.

5.05 The Union shall indemnify and save the Company harmless from any liability or action that may arise out of any deduction made from the pay of any associate

pursuant to this Article.

- 5.06 The Company will notify the Union office of an associate on sick leave or leave of absence from the workforce.

ARTICLE VI – STRIKES & LOCKOUTS

- 6.01 During the term of this Agreement there will be no strike, walkout, stoppage of work, concerted quitting of jobs, slow-down, picketing or any other interference with the operations of the Company on the part of the Union, or any lockouts on the part of the Company.

ARTICLE VII – UNION COMMITTEES & STEWARDS

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select from among members of the bargaining unit, a maximum of four (4) Union Stewards.
- 7.02 No associate shall however be eligible to serve as a Steward until he / she / they has completed six (6) months' continuous service with the Company and have completed their probationary period as indicated in 12.02.
- 7.03 The Union acknowledges that Union Stewards have regular duties to perform for the Company and are accountable for the same quantity and quality of work as other associates. They may leave their regular duties without suffering loss of pay only with the permission of the Manager or their delegate, and with the understanding that a privilege so granted will not be abused.
- 7.04 Shop Stewards will be paid their regular hourly rate for all meetings they are required to attend in performing their duties. To qualify for payment, Shop Stewards must obtain approval in advance from their department head to attend these meetings. They must also be approved by their department head for any overtime they may incur for attending such meetings.
- 7.05 Chief Steward and three members shall selected to negotiate further contacts.

ARTICLE VIII – UNION COMPLAINTS & GRIEVANCES

- 8.01 It is the desire of both parties that complaints and misunderstandings be addressed as quickly as possible and it is agreed that no associate has a grievance until he / she / they has first given his / her / their Departmental Head or delegate an opportunity to address his / her / their complaint.
- 8.02 Failing settlement within three (3) working days of the time it is brought to the attention of the Departmental Head or delegate, the complaint will be stated in writing and submitted as a grievance to the Manager or in his / her / their absence his / her / their delegate. At this stage the associate may be accompanied by his / her / their Union Steward, or a representative if he / she / they so desires.

- 8.03 Failing settlement by the Manager within a further three (3) working days, the Manager or his / her / their delegate shall meet with the associate, the Union Steward and/or a full-time representative of the Union. The Manager or his / her / their delegate shall give his / her / their reply in writing within three (3) working days after the meeting has been held.
- 8.04 If the reply of the Manager or his / her / their delegate is not satisfactory to the associate concerned, the Union may within five (5) working days following receipt of the reply refer the matter to Arbitration as provided in Article X.
- 8.05 The Company may refuse to consider any complaint or grievance, including a grievance arising out of an alleged unjust dismissal, the circumstances of which arose more than seven (7) working days before the time it was first presented in writing.
- 8.06 Any of the time limits in this Article may be extended by mutual agreement between the parties.

ARTICLE IX – COMPANY COMPLAINTS AND GRIEVANCES

- 9.01 If the Company has a complaint with respect to the conduct of the Union Steward, or a complaint that the Union or any of its members has violated the provisions of this Agreement, the Company will submit such complaint to the Union and it will be taken up in the same manner as a written grievance. If such 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 1st meeting between representatives of the Union and representatives of the Company.

ARTICLE X – ARBITRATION

- 1001 All references to Arbitration shall be to a single Arbitrator. No matter may be submitted to an Arbitrator unless settlement thereof has been attempted through the grievance procedure set forth in Article VIII and within five (5) days referred to in Article 8.04 hereof.
- 1002 The Company and Union shall endeavour to agree on an Arbitrator within seven (7) days following the notice of Arbitration given by one or the other of the parties.
- 1003 Should the parties fail to agree on an Arbitrator, such appointment may be made by the Minister of Labour for the Province of Nova Scotia.
- 1004 The decision of the Arbitrator shall be given within fourteen (14) days following his appointment and shall be final and binding on both parties.
- 1005 The Arbitrator shall have authority to make such order as he / she / they considers fair and reasonable in the circumstances, including an order to reinstate any

associate who has been unjustly dismissed, or to modify any disciplinary action taken by the Company; provided that the Arbitrator shall not have authority to make any decision inconsistent with the stipulation of this Agreement or to delete, alter, or modify any part thereof. The fees and expenses of the Arbitrator shall be borne equally by the Company and Union.

- 1006 Where possible, the arbitration hearing shall be scheduled and commence no later than two (2) months following the appointment of the Arbitrator, unless an extension to this time period is mutually agreed to by the parties.

ARTICLE XI – DISCIPLINE

11.01

- a) The Company may discharge or otherwise discipline an associate for just cause however such discipline is subject to the Grievance Procedure.
- b) Probationary associates, during their probationary period, may be released from the Company's employ for their inability to satisfactorily perform the work required of them, or they may be disciplined for cause up to and including dismissal. When such action is taken, it will be at the sole discretion of the Company. The Union and/or the employee have no right to arbitrate or otherwise contest the termination of an employee whose employment is terminated during this probationary period.

The company may also, at its sole discretion, extend an employee's probationary period to a maximum of six hundred (600) worked hours. If an employee's probationary period is to be extended, a letter will be provided to the union outlining their reasoning(s).

- c) Upon request, associates shall be provided with copies of any reports, documentation, or discipline placed in their personnel file that relates to their conduct or job performance.

The General Manager must be provided twenty-four (24) hours' notice, at which point the associate and the Manager will mutually agree on a scheduled time for the associate to view their file.

- 11.02 Any regular associate who is given notice of dismissal has the right to interview a Union Steward, with the permission of the Manager, for a reasonable period of time before leaving the premises of the Company. If permission for such interview is not given, then the Manager will meet with the Union Steward as soon as possible following the discharge.
- 11.03 The employer agrees that associates have the right to Union representation for disciplinary meetings. In cases of suspension or discharge, Union representation shall be in attendance.

While the Company reserves the right to discharge immediately for just cause in the first instance or to suspend pending investigation of a serious breach of discipline, the normal procedure in disciplining associates shall be to verbally warn the associate and keep a copy of the disciplinary action in the employee file.

Secondly, to issue a written warning. If no Shop Steward is available, the Shop Steward will be notified of such discipline within 24 hours with a copy of the discipline to the Union office. If the meeting cannot be deferred until Union representation is present, then only one management personnel will meet with the associate.

Thirdly, a repetition or further misconduct may automatically involve a suspension. The length of the first suspension is not to exceed three (3) days. A further repetition may automatically involve discharge or a further suspension.

Where an associate has active discipline on their record further discipline does not automatically mean the employer must start at step one of the disciplinary procedure.

- 11.04 Whenever an associate is discharged, the Company shall immediately notify the discharged associate in writing of his / her / their discharge and the reason thereof.
- 11.05 The Company shall pay any discharged associate all his / her / their wages in full as soon as possible after his / her / their discharge and after any liability owed by him / her / them to the Company has been paid or satisfied.
- 11.06 A complaint by an associate that he / she / they has been unjustly discharged shall be considered a grievance. In processing such a grievance, the first step of the Grievance Procedure shall be dispensed with and the grievance shall be submitted in writing directly to the Company's Manager within three (3) working days after the discharge.
- 11.07 Discipline will not be relied upon in Arbitration or used as the basis for further discipline after the expiry of the following time periods:
 - a) in the case of a verbal warning, after twelve (12) months;
 - b) in the case of a written warning, after eighteen (18) months;
 - c) in the case of a suspension, after twenty-four (24) months.

ARTICLE XII – SENIORITY

- 12.01 In matters of promotion, lay-offs, filling job vacancies, rehiring of associates, allocating hours of work and assigning scheduled shifts and days off, the skill and ability of the associate to perform the work shall be the governing factors.

Where the ability is relatively equal to meet the normal requirements of the work, departmental seniority shall be the deciding factor. The decision of the Company will be made in a fair and reasonable manner.

- 12.02 The seniority of each new associate covered by this Agreement shall be established after a probationary period of four hundred and eighty (480) worked hours, upon completion of which seniority shall be calculated from the day the associate was hired. At this point, the associate will be placed on the full-time seniority list. A full-time & part-time seniority list will be posted bi-annually on the Union bulletin board and a copy will be provided to the Union Office.
- 12.03 An associate's seniority shall be forfeited and his / her / their employment terminated for the following reasons:
- a) If he / she / they voluntarily resigns;
 - b) If he / she / they is discharged for just cause;
 - c) If the associate has been absent without reasonable excuse for three (3) days and once documented phone calls and one registered letter have gone unanswered; a final decision will be made based on the circumstances of each individual case.
 - d) If he / she / they is laid off for more than eight (8) months;
 - e) If he / she / they is continuously laid off for more than 27 months resulting from a major renovation causing more than 50% reduction of total hours regularly worked during such period of time;
- 12.04 Inability to work because of proven illness or injury shall not result in the loss of seniority rights. A medical doctor's certificate satisfactory to the Company shall constitute sufficient proof of such illness or injury. Presentation of such certificates shall be on the basis of strict confidentiality. Retention of seniority rights will depend on the medical prognosis for the associate's return to work.
- 12.05
- a) Any associate who is laid off shall be retained on the seniority list for a period of eight (8) months. If he / she / they is requested to return to work during this period, he / she / they shall forfeit his / her / their seniority and see his / her / their employment terminated unless within three (3) days after the date of posting the request (by registered letter to the address on file with the Company) he / she / they notifies the Company of his / her / their intention to return to work, and within one (1) week after the date of posting the request (by registered letter) he / she / they reports for work. However, if he / she / they is incapacitated from proven illness or injury at the time of such request or becomes so during the ensuing one (1) week, his / her / their recall will take effect once he or

she has recovered. In the interim, the next person entitled to be recalled will work in his / her / their place. In the event the absence for illness or injury extends over the longer term, Clause 12.04 of this Article shall apply.

- a1) When a decrease in volume of business or other similar reason will significantly reduce hours that are regularly assigned to a full-time associate for an indefinite period, temporary layoffs will be offered in order of departmental seniority. If no associate volunteers to be temporarily laid off, then layoffs will be implemented in order of reverse seniority.
- b) Associates shall not be laid-off without receiving one (1) week seven (7 days) notice in writing. Associates shall not be required to report for work within the first seven (7) days of the commencement of their lay-off period.

Associates who are called into work while on lay-off to cover absenteeism will make every effort to report immediately following their first seven (7) days of lay off.

- 12.06 An associate who is promoted out of the bargaining unit shall retain his / her / their seniority rights for a period of twelve (12) months but shall not acquire seniority after the date of promotion.
- 12.07 Subject to clause 12.01, lay-offs and rehiring will be by departmental seniority. For clarification of departmental seniority, the parties recognize the existence of seven (7) departments, those being Housekeeping, Houseperson, Laundry, Food & Beverage, Kitchen, Guest Services and Maintenance.
- 12.08 Whereby a full-time associate relinquishes his / her / their hours of work to accept part time or casual hours of work, he / she / they shall be removed from the full-time seniority list and placed at the top of the part time or casual seniority list. Initially he / she / they will be credited with one hour more than the most senior part time or casual associate. For seniority rights outlined under 12.01, his / her / their part time or casual seniority shall be the deciding factor.

ARTICLE XIII – LEAVE OF ABSENCE

- 13.01 The Company may at its discretion grant unpaid leave of absence to an associate who is unable to work because he / she / they is sick or otherwise disabled or by reason of urgent personal matters.
- 13.02 Unpaid leave of absence to attend Union conventions or business meetings may be granted at the discretion of the Company provided that notice of two (2) weeks is given to the Company, and provided that not more than two (2) associates are absent for such purpose at any time.
- 13.03 Leave of absence to the extent granted by the Company shall be without pay

and without loss of seniority up to one year.

13.04 If a female associate who has been in the service of the Company for a period of not less than one (1) year becomes pregnant, the following provisions shall apply:

- a) She may request to the Company for a leave of absence without pay for a period not exceeding two (2) years and the Company shall thereupon grant such leave of absence;
- b) Upon ceasing to be pregnant, she may advise the Company that she wishes to return to work and the Company shall recall her within four (4) weeks to resume her former position or to fill the first suitable position that becomes available;
- c) If the associate so wishes, after the birth of the child, to work as a part-time associate and there is such in that department, the wish will be granted subject to availability and requirements;
- d) Apart from the foregoing special provisions, the pregnancy and parental leave provisions of the *Labour Standards Code* will apply.

13.05 The Company will contribute \$800 per Shop Steward in 2019, 2020 and 2021 (max of \$2000 per year) and \$850 per year per Shop Steward in 2022 and 2023 (max of \$2125) towards a program of self development to permit Shop Stewards to take courses and training that will promote enhanced labour-management relations.

13.06

- a) In the event of a death of a spouse, partner, child, mother, father, brother, sister, stepchild, father-in-law, mother-in-law or ward every associate shall be entitled to special leave with pay for five (5) consecutive days.
- b) In the event of a death of a grandparent or grandchild (or a relative permanently residing with the associate or with whom the associate permanently resides), every associate shall be entitled to special leave with pay for three (3) consecutive days.

In the event of a death of an aunt or uncle, an associate shall be entitled to one day leave without pay.

- c) Every associate shall be entitled to special leave with pay for a maximum of two (2) days in the event of the death of the associate's son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- d) The above entitlement is subject to proper notification being made to the Department Head and receiving authorization from the General Manager.

- e) Bereavement leave may be extended for a maximum of five (5) additional consecutive days which will be unpaid.
- f) Bereavement leave will not be postponed or split up except under special circumstances.
- g) Associates shall only be entitled to bereavement leave at times when they are actively at work or on vacation at the time that the leave would be tak

ARTICLE XIV – BULLETIN BOARDS

14.01 The Company's bulletin boards are available to the Union for the posting of Union notices provided that all such notices are signed by a Union Official and have been submitted to the Manager or his delegate for approval before posting.

ARTICLE XV – MEDICAL EXAMINATION

15.01 Every applicant for employment shall at his / her / their own expense furnish the Company with a medical certificate. At the Company's request, every associate shall submit to a further medical examination by a medical examiner agreed upon by the Company and the associate. The expenses of such examination shall be paid by the Company.

ARTICLE XVI – SICK LEAVE

16.01 Sick leave will be granted on the following basis:

- a) After one (1) year of continuous service with the Company, a full time or part time associate shall be credited with six (6) sick leave days and thereafter shall be credited with six (6) sick leave days per year of continuous employment with the Company.

After three (3) years of continuous service with the Company, the associate shall be credited with eight (8) sick leave days per year of continuous employment.

- b) Unused portions of sick leave shall be accumulated from time to time up to a maximum of thirty (30) days.
- c) Sick leave is not payable by the Company when the associate is eligible to claim compensation under the Company's Group Insurance Policy or from the Workers' Compensation Board or Employment Insurance Commission, nor for more than twelve (12) consecutive days at any one time.
- d) Per diem sick leave is based on the average of regular daily hours worked in the two (2) week period immediately prior to the period of illness.

- e) The Union recognizes the Company's obligation and right to properly manage absenteeism in the hotel. The Company will monitor all associates sick days and address any areas of concern.
- 16.02 Associates will be required to submit a medical certificate for sick leave pay as per Nova Scotia Labour Standards Code.
- 16.03 For purposes of the Article, pregnancy shall not be considered either as an accident or a sickness.
- 16.04 It is the obligation of the associate to contact their immediate supervisor or if not available, contact the Manager on Duty at the Front Desk, a minimum of two (2) hours in advance of their shift, to notify they are unavailable for their shift.

ARTICLE XVII – CLASSIFICATION OF ASSOCIATES

- 17.01 The Company may, when required by the needs of the business, create new classifications, determine the work to be done and set a wage rate.

If new classifications are created, these will be discussed with the Union and wage rates will be negotiated. Where there is a disagreement as to the wages, the parties shall meet to resolve the matter. Nothing prevents the Company from filling the new classification prior to the rate being negotiated.

Upon agreement of the new rate it will be retroactive to the date the new classification was filled.

ARTICLE XVIII – HOURS OF WORK & OVERTIME

18.01

- a) All available hours of work shall be allocated on a departmental seniority basis.

Associates shall not be required to work beyond five (5) consecutive days unless compelled under the articles 18.04 or 18.08. Associates must advise employer they do not wish to work more than five consecutive days.

After business volumes have been determined, the weekly schedule will be completed in accordance with the associate's preference for scheduled hours of work and days off starting with the most senior associate.

Upon request associates shall be granted a minimum of eight (8) hours off between scheduled shifts.

Schedules for all departments will be posted on Thursday of each week for

the following week.

- b) All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2) the straight time rate for such time worked. Overtime shall be offered to associates on the basis of departmental seniority.

- 18.02 Associates qualify for either weekly overtime or daily overtime, but not both.
- 18.03 Any associate called in to work shall be paid a minimum of four (4) hours at straight time rates.
- 18.04 If an associate is required to work on their scheduled day off, they shall be paid time and one-half (1 1/2) their hourly rate. If no senior associate volunteers for such overtime, it will be implemented in reverse order of departmental seniority from the most junior to the most senior associate beginning with part time associates.
- 18.05 There shall be no pyramiding of overtime or premium pay.
- 18.06 Any associate who reports for work as scheduled and is told he / she / they is not needed and sent home, shall be paid a minimum of four (4) hours at straight time rates.
- 18.07 The Company recognizes that it is desirable for associates to have two consecutive days off, however, recognizing with the Union, that circumstances and the nature of the Company's operation may not always reasonably permit this.
- 18.08 The Company and Union recognize the mutual obligation of Management and the associates with respect to changes in scheduling. When such change is required, it will be implemented in reverse order of seniority from the most junior to the most senior associate beginning with part-time associates. Such changes to schedules shall not become the standard rule or practice.

Associates will be given a minimum of twenty-four (24) hours' notice of a change that requires them to work on their scheduled day off, except in cases of business emergencies.

Associates will be given a minimum of twelve (12) hours' notice of a change to the start time of their shift, except in cases of business emergency.

Where an associate's schedule is changed prior to leaving the workplace, they shall be notified by Management in person.

Where an associate's schedule is changed after the associate has left the premises, Management shall notify the associate by telephone.

ARTICLE XIX – HOLIDAYS

19.01 The recognized holidays for the purposes of this agreement shall be:

- New Year's Day
- Heritage Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada (Dominion) Day
- Natal Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Associates shall be scheduled off for such noted holidays by seniority on a departmental basis where business volumes permit.

19.02

- a) For associates required to work on the foregoing recognized holidays, the Company shall pay the associate time and one-half for all hours worked on the holiday

In addition to the above for all noted holidays, associates shall be paid the average number of hours worked in the previous 15 days prior to the holiday at their regular hourly rate.

- b) In addition, those associates required to work Christmas Day shall receive one additional day off with pay at a time that is mutually agreed to between the associate and the employer. Pay for said day off shall be equal to the average number of hours worked by the associate on regular shifts in the preceding 15 days prior to the day off.

19.03

An associate is entitled to holiday pay if they work their last scheduled shift preceding and their first scheduled shift following the Holiday, except when the associate's absence on either or both days is due to one or more of the following reasons:

- a) if associate has been hospitalized for illness or injury
- b) compassionate leave under article 13
- c) associate's absence approved by department supervisor
- d) absent due to extenuating circumstances

- 19.04 A probationary associate is not entitled to the benefits provided for in Article XIX – Holidays.
- 19.05 Holiday benefits for probationary associates shall be those as are provided in the Nova Scotia *Labour Standards Code*.
- 19.06 Should any of the holidays noted in 19.01 fall on the associate's regular day off or vacation day, the associate shall be granted another day off with pay within the calendar year on a date mutually agreed to by the Company and the associate.
- 19.07 Associates who are scheduled off on any of the recognized holidays outlined in 19.01 shall be paid Holiday pay based on the associate's average earnings from the associates previous 15 shifts.

ARTICLE XX – VACATIONS

- 20.01 Vacations shall be scheduled in a manner that will least interfere with the operation of the Company's business.

Associates shall be entitled to an annual vacation with pay and time off in accordance with article 20.02.

No associate shall be required to work during their vacation leave.

The vacation year shall extend from January 1st to December 31st each year.

- 20.02 Vacation entitlement is determined on an anniversary date system, with an associate's years of service being measured from date of hire. The Company agrees to grant vacation to each regular associate as follows:

- a) To all regular associates who have completed one (1) year of service with the Company and who do not qualify for greater vacation benefits, two (2) weeks' vacation – 4% vacation pay;
- b) To all regular associates who have completed five (5) years of service with the Company, three (3) weeks' vacation – 6 % vacation pay;
- c) To all regular associates who have completed ten (10) years of service with the Company, four (4) weeks' vacation – 8 % vacation pay;
- d) To all regular associates who have completed twenty (20) years of service with the Company, five (5) weeks' vacation – 10 % vacation pay;

- 20.03 The Company will attempt to give senior associates preference as to their choice of vacation dates on a departmental basis. The scheduling of vacations will be allocated as indicated in 20.03 A & B.

- a) Associates requesting vacations between January and April 30th must submit their vacation request by November 30th of the previous year in

order to maintain their seniority selection. Management shall finalize and confirm such vacation requests for this period by December 15th of the previous year.

- b) Associates must submit the remainder of their vacation entitlements by March 31st each year in order to maintain their seniority selection. Management shall finalize and confirm all outstanding associate vacation entitlements by April 30th of each year.

20.04 Associates vacation pay shall be issued separately from their regular earnings if requested in advance on the vacation form and will be paid their vacation pay on the last pay period immediately prior to the commencement of the associate's vacation.

ARTICLE XXI – MISCELLANEOUS

21.01

- a) Full time associates working in the Housekeeping, the Houseperson and the Laundry departments shall be issued three (3) complete uniforms and replaced when necessary.

Part time and casual associates working in the Housekeeping, the Houseperson and the Laundry departments shall be issued two (2) complete uniforms and replaced when necessary.

- b) It is the responsibility of the associate to keep his / her / their uniform clean, pressed and in a good state of repair at all times.
- c) The Company will dry clean only those items of Hotel issued uniforms that cannot be machine washed by the associate.
- d) Room Attendant, Houseperson and Laundry Attendant shoes will be non-marking, and non-slip. Shoes must be in accordance with the Company policy.
- e) The Hotel will provide all maintenance associates with an allowance per year (outlined below) to be used to purchase CSA approved footwear for use in the course of their employment. Maintenance associates must provide a receipt confirming purchase of CSA approved footwear to receive this allowance

\$150.00 per calendar year

- f) The Hotel will also provide safety rubber footwear/slipover PPE for maintenance employees using hazardous chemicals.

- 21.02 A safety committee will be established as per the requirements of the Nova Scotia *Occupational Health & Safety Act*. The Union shall elect their members to this committee and ensure their attendance. The safety committee will meet on safety matters. Minutes of these meetings will be kept, and a copy will be given to each committee member as well as posted.
- 21.03 Each associate shall be granted a meal period of thirty (30) minutes in respect of each eight (8) hour shift which shall not be included as time worked.
- The taking of Hotel food is mutually and conclusively deemed to be cause for immediate discharge.
- 21.04 One (1) break period of fifteen (15) minutes' duration shall be granted and taken as close to the middle of each half shift as possible.
- 21.05 An associate who is temporarily transferred from his / her / their regular job to another job with a higher rate shall be paid the higher rate for all the time worked on such other job, but an associate who is temporarily transferred from his / her / their regular job to another job with a lower rate shall continue to receive his / her / their regular rate for all the time worked on such other job if done for Management's convenience.
- 21.06 The Company and the Union agree that they will not discriminate against anyone in accordance with the *Human Rights Act*. Furthermore, no associate shall be subjected to any form of harassment in accordance with the *Human Rights Act*.
- 21.07 The Company agrees to post all job vacancies occurring in regular jobs (not including part-time positions) for four (4) calendar days during which time associates may apply for the position. A job description will be included in all job postings. Consideration will be given to applicants from the department in which the vacancy occurs before the applications from other associates in the bargaining unit are reviewed. The Company reserves the right to fill any such position on a temporary basis for not more than three (3) weeks, and in the event that there are no applicants from present associates, the Company is free to fill the position from any source. Any such vacancy will be filled on a probationary basis with confirmation only after the associate has demonstrated competence in the position.
- 21.08 Pay is issued by direct deposit every second Friday (AM). Any pay discrepancies regarding an associate's pay of \$75 or more shall be paid to such associate within two (2) business days following the request approval.
- 21.09 Associate requests for time off shall be granted on a first come first serve basis. In the case of Holidays, refer to Article 19.01. In the case of vacations, refer to Article 20.03.

- 21.10 Associates on lunch break or break period will not be called back except in emergency and will not leave the premises without signing “out” when they leave and “in” when they return.
- 21.11 Under normal circumstances, associates shall not be required to take their meal break prior to 11:00 am. Break periods will be observed realistically.
- 21.12 Employees shall receive a training premium of \$1.00 per hour when requested by the Employer to train other associates. Employees who are interested in training may apply on a sign-up sheet that will be posted every six (6) months of the calendar year (January and July).

Trainers will be selected by hotel management, and the right to train does not necessarily follow a seniority structure. Employees who have yet to complete their probationary period are not eligible to train.

Except in cases where external trainers are providing training, training days for associates shall be scheduled in a manner that will have the least impact on associate’s normal days off. Associates required to attend work for training on their normal days off shall be given a minimum of five (5) working days’ notice.

Training days for which associates are required to attend, shall be recognized as one of the associates five working days for the week.

Associates scheduled to attend will be paid their “Scheduled A” hourly rate only.

Associates scheduled to attend are under the same obligation to attend as any other scheduled work assignment.

- 21.13 Management shall continue to recognize and support associate self-development courses.

Associates will be given equal opportunity for self-development upgrades and certification.

- 21.14 Room Attendants training new associates shall receive all gratuities/tips during such training periods.

Once a new associate has completed their training period and is working in their own sections or rooms, they will receive all gratuities/tips.

- 21.15 The parties agree that Associates will not discuss personal or workplace issues in the workplace where such discussions may interfere or interrupt normal operations of the employer. For greater clarity, this will not prevent Associates and Shop Stewards from discussing workplace issues, in private away from guests.

ARTICLE XXII – DEFINITIONS

22.01 It is agreed by the Parties that in this Agreement:

- a) “Shall” is imperative and “may” is permissive;
- b) Words importing male persons include female persons and vice-versa;
- c) Words in the singular include the plural and words in the plural include the singular;
- d) Every Schedule attached hereto forms a part of this Agreement.
- e) Full time associate means those employees who have successfully completed their probationary period, have applied and successfully obtained a full-time position. They are normally scheduled to work sixty (60) hours or more per two (2) weeks over a continuous period of six (6) months.
- f) Part time associate means those associates who have successfully completed their probationary period and are regularly working more than twenty (20) hours per two (2) weeks but less than sixty (60) hours over a continuous period of six (6) months.
- g) Casual associate means those associates who have successfully completed their probationary period and:
 - Are not available to work on a regular basis and usually called to replace a scheduled associate or to respond to an unforeseen situation or:
 - Are regularly working less than twenty (20) hours per two (2) weeks over a continuous period of six (6) months.

ARTICLE XXIII – PART TIME AND CASUAL ASSOCIATES

23.01 All provisions of this agreement, with the exception of the following, shall apply to part time/casual associates.

- a) Article 12.07;
- b) Article 19 – Holidays
- c) Article 20 – Vacations

In addition to those exceptions, the provision regarding the sick days (Art. 16) doesn't apply to a casual employee.

23.02 Statutory holiday benefits for part time/casual associates shall be as provided in the

Labour Standards Code.

- 23.03 Part time/casual associates shall be entitled to vacation pay in accordance with the provisions of the *Labour Standards Code*.
- 23.04 The probationary period of four hundred and eighty (480) working hours referred to in Article 12.02 shall apply to part time and casual associates but following probation they shall be shown on two (2) other separate seniority lists (part time and casual) from full time associates, with seniority determined on the basis of number of hours worked. The company shall post bi-annually, an updated part time and an updated casual departmental list on the union bulletin board. A copy will also be provided to the union office. A part time as well as a casual associate's seniority status will remain as is until the beginning of the next bi-annual revision when two (2) new updated part time and casual lists will be posted.
- 23.05 Part time/casual associates shall not be used to fill full time positions on a permanent basis. Full and part-time seniority lists will be created and maintained.
- 23.06 A part time or a casual associate will not be used unless all full-time associates have been scheduled or offered the available work. When it is time to offer a part time or a casual employee an opportunity to be scheduled, the opportunity will be offered to the part time employee prior to the casual one, with respect to the conditions prescribed at 12.01.
- 23.07 Part time or casual associates may apply for full time jobs that are posted. Should they be successful, they will have their part time seniority hours credited to their full-time seniority.
- 23.08 Casual employees are required to make themselves available for work on the days and shifts indicated when the casual employee was hired. Twice a year, on January 15th and August 15th they will be entitled to change their availability.

Outside of those two (2) dates, they will be entitled to change their availability upon mutual agreement.

A casual employee who doesn't respect their availability will be managed the same way as any other employee covered by this collective agreement who is scheduled for but absent from work for various reasons.

Hours or shifts for casuals shall be awarded by availability and seniority.

ARTICLE XXIV – DURATION

- 2401 The duration of the collective agreement will be from April 13, 2024 until April 12, 2028. Further negotiations will be subject to and in accordance with the provisions of the *Trade Union Act* of Nova Scotia.

24.02 This Agreement will be automatically renewed from year to year unless either party gives notice to the other party, within the sixty (60) days immediately prior to its expiration, of its intention to seek amendments to this Agreement.

IN WITNESS WHEREOF the parties have executed and signed the Agreement the 10th day of September, 2024.

FOR THE UNION



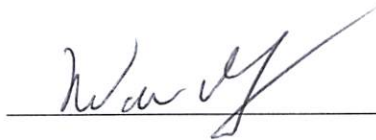





George Leaman

FOR THE COMPANY





SCHEDULE "A" - WAGES

The Employer recognizes and agrees that the scale of wages outlined in Schedule "A" shall be paid:

Position	Current	4/13/24	4/13/25	4/13/26	4/13/27
		4.5%	3.5%	4.0%	4.0%
Housekeeping					
Room Attendant	\$15.79	\$16.50	\$17.08	\$17.76	\$18.47
Night Houseperson	\$16.99	\$17.75	\$18.37	\$19.10	\$19.86
Houseperson	\$15.79	\$16.50	\$17.08	\$17.76	\$18.47
Laundry Attendant	\$15.79	\$16.50	\$17.08	\$17.76	\$18.47
Food & Beverage					
Banquet Captain	\$15.69	\$16.40	\$16.97	\$17.65	\$18.36
Banquet Server	\$15.20	\$15.88	\$16.44	\$17.10	\$17.78
F&B Attendant	\$15.69	\$16.40	\$16.97	\$17.65	\$18.36
Kitchen Attendant	\$15.69	\$16.40	\$16.97	\$17.65	\$18.36
Cook Leadhand	\$19.22	\$20.08	\$20.78	\$21.61	\$22.47
Maintenance					
Maintenance Personnel	\$17.19	\$17.96	\$18.59	\$19.33	\$20.10
Maintenance Leadhand	\$20.41	\$21.33	\$22.08	\$22.96	\$23.88
Guest Services					
Guest Services Agent	\$16.89	\$17.65	\$18.27	\$19.00	\$19.76
Night Auditor	\$18.62	\$19.46	\$20.14	\$20.95	\$21.79

Gratuity Split: 70% for the SBCC Banquet Captain and Servers
 12% for the Kitchen Associates
 18% for the Hotel

Casual, temporary and inexperienced associates and those who have not completed the probationary period may be paid at twenty cents (.20) per hour less than the schedule rate for the classification.

Group baggage gratuity is \$3 per bag.

The Employer recognizes and agrees that scale of wages outlined in Schedule "A" shall be paid.

Letter #1

Letter of Intent

The parties agree this Letter of Intent shall be subject to the grievance and arbitration procedure of the Collective Agreement effective January 15th, 2004

The Company agrees that Room Attendants will be assigned sixteen (16) rooms per eight (8) hour shift. For this purpose, a 2-bedroom suite is considered as 2 rooms.

As soon as a Room Attendant determines that the assigned rooms cannot be completed within the shift due to the condition of the room, the Room Attendant must notify his / her / their Supervisor immediately. The Supervisor shall assign additional assistance to the Room Attendant or deduct one room from their sixteen (16) room daily maximum.

The Room Attendant will not be penalized if the condition of the room is such that it cannot be done within the standard time provided the Room Attendant has appropriately notified his/her Supervisor.

In the event that a Room Attendant completes the assigned rooms prior to the end of the shift, he / she / they will notify his / her / their Supervisor immediately upon completion of the rooms assigned and may then be assigned additional duties to the end of the regularly scheduled shift.

When the hotel is not in a position to decrease the allotted number of rooms due to high occupancy levels, the Room Attendants will be provided with assistance for the room in question, thus enabling them to complete their assigned number of rooms within their regularly scheduled shift.

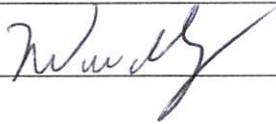
For every three floors a day a Room Attendant has to travel, one (1) room shall be deducted from the 16-room maximum when the Hotel is experiencing occupancy of 70% or more. This will be adjusted accordingly by the Supervisor at the beginning of the Room Attendants shift.

The Company recognizes that occasionally rooms have been serviced assuming guests are staying over. If guests depart after a room has been serviced, additional service is required to prepare the room for a new arrival. For every two rooms that require this extra service, one room will be deducted from the room attendant's sixteen room allotment for that day.

The Company and the Union understand that we are operating in an ever-changing environment. With the two (2) new hotel operating models, there will be situations that arise that are out of our control and each situation will be looked at individually. The Company recognizes that some situations are more challenging than others. The Company agrees to work together to try to make conditions as favourable for the Associate as possible.


Signed this sept 10 day of September, 2024.

3311051 Nova Scotia Limited (Manga Hotels)



BCTGM Union Local 406





George Lamm

Letter #2

Letter of Agreement

BETWEEN: Bakery, Confectionery, Tobacco Workers' and
Grain Millers International Union, Local 406,
Halifax

(Hereinafter called the "Union")

AND: 3311051 Nova Scotia Limited (Manga Hotels)
Operating as:
The Hampton Inn and
Homewood Suites by Hilton –
Downtown Halifax
(Hereinafter called the "Company")


During the life of this collective agreement, the parties agree to continue to address the on-going issue of staff shortages at the hotel.

The Company will continue to take all reasonable steps to address the staff shortages within the facility, during the administration of the Company's business.

The Company agrees that associates shall not be unreasonable impacted due to staff shortages when addressing associate issues regarding Company Standards, Workloads, Preferred hours of work, Primary Job Responsibilities and the scheduling of Vacations/Holidays.


Signed this 10th day of September, 2024.

3311051 Nova Scotia Limited (Manga Hotels)

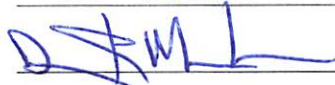


Mandy

BCTGM Union/Local 406



to see


George Teameen

Letter #3

Letter of Understanding

BETWEEN: Bakery, Confectionery, Tobacco Workers' and
Grain Millers International Union, Local 406,
Halifax

(Hereinafter called the "Union")

AND: 3311051 Nova Scotia Limited (Manga Hotels)
Operating as:
The Hampton Inn and
Homewood Suites by Hilton –
Downtown Halifax
(Hereinafter called the "Company")

Respectful Workplace Policy & Procedures

Objective:

The Hotel strives to provide all employees with a professional and congenial work environment and will take all necessary steps to ensure that the work environment remains pleasant for all employees. An integral part of this type of work environment is for all employees to treat each other with courtesy, consideration, and professionalism.

Complaint Process:

Early Problem Resolution

Most workplace conflicts and issues can be resolved through early problem resolution, intervention and initiatives. The objective of early problem resolution is to resolve any situation or conflict as soon as possible in a fair and respectful manner, without the need to resort to the complaint process. Every effort should be made to resolve the problem early with open communication and in a co-operative manner. The use of problem resolution mechanisms such as coaching, counselling and facilitation can in many instances resolve the issue and prevent the situation from escalating to the point where filing a complaint is necessary. An allegation of harassment is serious. If a person working for the Hampton Inn & Homewood Suites believes that he / she / they has been harassed, the following actions should be taken:

1. The person who feels offended by the actions of another person working for the Hotel is encouraged to make it known to that person as soon as possible in an attempt to resolve the problem.
2. If the problem is not resolved, or if the offended person does not want to speak directly with the other, the offended person should meet with his / her / their Supervisor/Manager, Human Resources and/or General Manager in an attempt to find a solution and resolve the problem.

Management must make every effort to resolve the issue between the parties as quickly as

possible, if necessary, with the assistance of a resource person.

Complaint Options:

1) Workplace Disputes

- i. From time to time, workplace disputes may arise between employees. It is expected that employees who are in a dispute should discuss the matter and try to resolve the situation at hand.
- ii. Should the employees not resolve the situation to both individuals' satisfaction, the Dept. Manager should be advised of the situation.
- iii. Where possible, the manager shall intervene and assist with resolving the situation. This may include the involvement of other resource people (Human Resources and/or General Manager) with the agreement of the individuals in dispute.
- iv. In cases where the situation cannot be resolved at the worksite level, or the dispute involved a Manager or Supervisor, the matter shall be referred to the General Manager or Human Resources for appropriate conflict resolution steps.

2) Harassment or Discrimination**

The following options are all available to employees who believe that they are being harassed or discriminated against by another employee:

- i. Employees may choose, as a first response to inappropriate behaviour or objectionable conduct, to advise the other person verbally or in writing that their behaviour is offensive and request that the behaviour cease.
- ii. Where employees are not comfortable with approaching the other person directly, or where the circumstances do not permit this course of action, they may choose to discuss the matter with their supervisor.
- iii. Where the alleged behaviour is by a Supervisor or Manager, the employee may choose to discuss the matter with Human Resources or the General Manager.
- iv. Employees may choose to file an official/formal complaint against another employee with Human Resources or the General Manager.
- v. If the matter cannot be resolved to the satisfaction of the complainant through the above steps, employees who are covered by a collective agreement may choose to file a grievance.
- vi. If the manner cannot be resolved to the satisfaction of the complainant through steps i to iv, employees may choose to file an official complaint with the Nova Scotia Human Rights Commission.

*****Please refer to the Employee Handbook for examples of what may constitute Harassment (verbal, non-verbal and physical), Workplace Bullying and Workplace Violence***

3) Workplace Violence

In the event that an employee is either directly affected by or witness to any violence in the workplace, it is imperative for the safety of all Hampton Inn & Homewood Suites employees that the incident be reported promptly. The following steps should be followed in the event of workplace violence:

- i. Report any violence or potentially violent situations immediately to Management or to Human Resources.
- ii. All reports shall be kept confidential, be investigated, and dealt with appropriately.
- iii. Any Hampton Inn and Homewood Suites employee who threatens, harasses or abuses another employee, or any other individual at or from the workplace shall be subject to disciplinary action, up to and including termination of employment, and the pursuit of legal action.
- iv. Violent action, threats and harassment are serious criminal offences and shall be dealt with appropriately.

4) Human Rights and the Law

The NSHRC protects people in Nova Scotia against discrimination using the Human Rights Act:

“The Human Rights Act offers protection on the following grounds: race/colour, religion/creed, ethnic/national origin, association, retaliation, sex (gender and pregnancy), sexual harassment, physical and mental disability, age, source of income, aboriginal origin, sexual orientation, political affiliation, marital status, family status and irrational fear of contracting an illness or disease.”

These grounds are protected in the following seven areas: getting and keeping a job; access to services and facilities; finding accommodation and living in it; buying and selling property; memberships in professional, business, or trade associations; and working in volunteer public service. It also applies to advertisements and some other publications. Employees have a commitment from Hotel Management that all decisions will be based on merit. We do not discriminate on the basis of race, ancestry, citizenship, creed, colour, sexual orientation, marital or family status, age, handicap or any other characteristic protected by law. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Employer’s Responsibilities

- Demonstrate good leadership
- Accept the employees request for accommodation in good faith
- Create opportunities for open, honest communication

- Respect to (and address) complaints immediately
- Monitor incidents of complaints
- Communicate policy to all staff

Supervisor/Manager's Responsibilities

- Treat all employees, clients, guests, suppliers, and contractors with respect
- Accept the employees request for accommodation in good faith
- Set a good example
- Refuse to tolerate harassment
- Investigate all complaints

Employee's Responsibilities

- Treat other employees with respect
- Inform their employer of their need for accommodation
- Refuse to tolerate harassment
- Speak up when harassment occurs
- Report harassment to the appropriate person confidentially
- Set a good example

5) Informal Resolution

Issues may be resolved prior to a formal complaint of harassment or discrimination being filed. If an informal resolution is acceptable to the complainant, the issue does not need to proceed any further.

Every effort should be made to resolve issues as soon as possible, with open communication and in a co-operative manner.

The use of problem-solving mechanisms such as coaching, counselling and facilitation/mediation can, in many instances, resolve an issue and prevent a situation from escalating to the point where filing a complaint is necessary. These measures may also be implemented where there is already a formal complaint being investigated in an attempt to achieve a resolution. A complainant can stop the formal process at any time.

6) Formal Resolution

If the investigator concludes that the complaint does not constitute harassment or discrimination, he/she shall inform the complainant and the respondent in writing. He/she may suggest other means of resolving any issues.

If it is concluded that harassment or discrimination has taken place, the investigator shall identify and implement an immediate course of action and/or disciplinary action up to and including termination of employment.

Disciplinary or corrective measures, up to and including termination of employment, may also be taken in the following situations:

- Where a Manager or Supervisor has been aware of a situation involving harassment or discrimination but has failed to take corrective action.
- Where someone has interfered with a complaint process through threatening, intimidating or retaliatory behaviour.
- Where someone has filed a complaint that is determined to be unfounded, made in bad faith, or to provide false information about a complaint.

Filing an Official/Formal Complaint

- i) All formal complaints of harassment or discriminatory behaviour must be submitted in writing**
- ii) Complaints should be as specific and detailed as possible. A formal harassment/discrimination complaint should include the following details:
 - The complainant's name and position
 - The name and position of the alleged harasser
 - Specific information describing the alleged incident(s)
 - Where possible, time(s), date(s) and location(s) or the alleged incident(s)
 - Where possible, witnesses to the alleged incident(s)
 - Expectations of the complainant (what outcomes the complainant would like to see)
- iii) Once a written complaint has been received, Human Resources and/or the General Manager will complete a thorough investigation. Harassment should not be ignored. Silence can, and often is, interpreted as acceptance.

*****Please refer to the Employee Handbook for examples of what may constitute Harassment (verbal, non-verbal and physical), Workplace Bullying and Workplace Violence***

7) Rights and Expectations of Complainants and Respondents

Complainants

- i. Rights of Complainants:
 - To have their complaint treated seriously and investigated thoroughly
 - To have their complaint held in confidence except as necessary for the investigation
 - Be accompanied by another person, including a union representative, for support during all interviews related to the complainant
 - Expect that reasonable steps will be taken to ensure that they are protected from any repercussions resulting from the filing of a complaint

- Be informed of the outcome of any investigation and be provided with any reports resulting from the investigation
- ii. Expectations of Complainants:
 - To make a complaint/seek assistance within a reasonable period of time
 - To cooperate with those responsible for reviewing the complaint
 - To keep their involvement and complaint confidential
 - To express the complaint honestly and accurately

Respondents

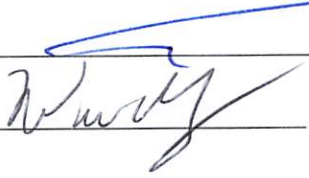
- Rights of Respondents:
 - To be informed that a complaint has been filed
 - To be fully informed of all of the allegations
 - To be accompanied by another person, including a union representative, for support during all interviews related to the complaint
 - To respond to the allegations, or decline to respond to the complaint or allegations
 - To be informed of the outcome of any investigation and be provided with any reports resulting from the investigation
- Expectation of Respondents:
 - To keep their involvement and the complaint confidential, except as necessary for investigation of the complaint
 - To seek assistance or advice from a supervisor, manager, or union representative on an appropriate course action
 - To not impede the investigation

8) Information Management

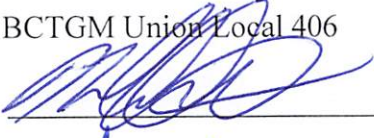
- i. All information and records resulting from the complaint investigation and resolution shall be maintained under secure measures in employee files.
- ii. The hotel strictly prohibits retaliation against any person by another employee for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing. An employee who brings such a complaint to the attention of the hotel in good faith will not be adversely affected as a result of reporting the harassment.
- iii. Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

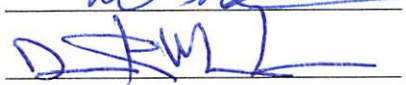
Signed this 10th day of September, 2024.

3311051 Nova Scotia Limited (Manga Hotels)



BCTGM Union Local 406



to be


George Zeaman

Letter #4

Letter of Agreement

BETWEEN: Bakery, Confectionery, Tobacco Workers' and Grain Millers International Union, Local 406, Halifax

(Hereinafter called the "Union")

AND: 3311051 Nova Scotia Limited (Manga Hotels) Operating as: The Hampton Inn and Homewood Suites by Hilton – Downtown Halifax (Hereinafter called the "Company")

Re: Chef De Partie & Second Lead Hand Positions

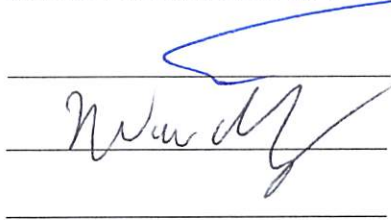
The Employer and the Union agree that the current incumbents of the 'Chef de Partie' and 'Maintenance Second Lead Hand' position(s) will follow the scale of wages below, but exist outside of the Classification outlined in Schedule "A."

The Employer and the Union also agree that the Employer, at its sole discretion, is not obligated to replace the position should the current incumbent be terminated regardless of reason.

Position	Apr 13 2023	Apr 13 2024	Apr 13 2025	Apr 13 2026	Apr 13 2027
	current	2.0% raise	2.0% raise	2.0% raise	2.0% raise
Food & Beverage					
Chef de Partie	\$19.90	\$20.80	\$21.53	\$22.39	\$23.29
Maintenance					
Maintenance Second Lead Hand	\$19.33	\$20.20	\$20.91	\$21.75	\$22.62

Signed this 10th day of September, 2024.

3311051 Nova Scotia Limited (Manga Hotels)



BCTGM Union Local 406

