

EFF.	47 001
TERM.	01/09/98
NO. OF EMPLOYEES	210
NOMBRE D'EMPLOYES	210

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
LOCAL 1505**

**&**

**THE MACDONALD ISLAND PARK  
SOCIETY**

**COLLECTIVE AGREEMENT**

**EFFECTIVE OCTOBER 1, 1998  
TO SEPTEMBER 30, 2001**

ACS/CF21U #001

10541 (02)

*Please note: throughout agreement \*\* denotes new clause \* denotes changes to existing clause.*

## PREAMBLE

It is the desire of both parties to this Agreement to maintain, encourage and promote:

1. Harmonious relations and settled conditions of employment between the Society and the Union;
2. Co-operation and understanding between the Society and its employees;
3. Joint discussions and negotiations of **all** matters pertaining to working conditions, employment and services;
4. Safety efficiency in the highest degree of service possible among the work force in all areas;
5. The morale, well being and security of all employees in the bargaining unit of the Union.

## ***NOW THEREFORE, IT IS AGREED AS FOLLOWS:***

### ARTICLE 1 – DEFINITION

- 1.01 "Regular Employee" shall mean any employee who having worked continuously on a full-time or part-time basis for six (6) calendar months, is appointed to any position, as found in Schedule "A" to this agreement, on a full-time or part-time basis within the regular establishment determined by the Society.
- 1.02 "Full-Time" shall mean regularly scheduled hours of thirty-five (35) hours or more per week.
- 1.03 "Part-Time" shall mean regularly scheduled hours in the amount of **thirty (30)** hours per week or less.
- 1.04 \* "Summer Employee" shall mean a person employed between April 1<sup>st</sup> and October 31<sup>st</sup> in a calendar year who shall receive the rate of pay in accordance with schedule "A" (Golf Course and Ball Diamond Employees).
- 1.05 "Relief Employee" shall mean an employee who is hired on a non-permanent basis to replace an existing Employee who is on an approved leave of absence. The term of employment may be terminated at any time with not less than one (1) week's notice in writing by the Employer. In the event that the term of employment is less than one (1) month, no notice is required.
- 1.06 "Temporary Employee" shall mean an Employee hired for a specific task whose term of employment shall not exceed six (6) calendar months. A temporary

Employee whose term of employment exceeds six (6) calendar months shall be deemed a permanent Employee. The term of employment may be terminated at any time in the six (6) month period with not less than two (2) week's notice in writing by the Employer. Temporary Employees shall not be used to avoid filling a permanent vacancy or newly created position.

#### Article 2 – Management Rights

- 2.01 \* The Society reserves and retains, solely and exclusively, all rights to manage the Society and its facilities and direct its work force except to the extent that such rights are expressly abridged by specific articles of this Collective Agreement. The Employer shall only discharge or discipline for just cause.

#### Article 3 – Recognition Clause

- 3.01 \*The Society recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of the Society's Employees as defined in Certificate 447-92.
- 3.02 It is agreed that persons whose regular jobs are not contained within the framework of the definition of the said bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, emergencies, or short term absences of less than 7 hours when regular employees are not available and except where established practices have permitted same.
- 3.03 This agreement applies to regular employees only, and casual employees are not affected by this agreement in any way whatsoever.
- 3.04 The Society shall not enter into any agreement with any individual employee or groups of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

#### OVERTIME:

##### 3.05 Part-Time Employees:

\*For the purpose of qualifying for overtime compensation:

- a) Clerical employees must work more than eight (8) hours in a day or forty (40) hours in a week.
- b) Maintenance employees must work more than twelve (12) hours in a day or more than eighty-four (84) hours in a 14-day period starting shift to be Sunday.

- c) "Summer Employees" must work more than eight (8) hours or forty-four (44) hours in a week.

### 3.06 Harassment

The Society and the Union recognize that an employee should be able to work free from physical or verbal abuse and will co-operate in the achievement of that objective.

Should an Employee feel that he/she has suffered harassment, the Employees so affected may bring the matter to the attention of the General Manager for investigation and action.

### Article 4 – Check Off of Union Dues

- 4.01** The Society agrees to deduct regular monthly Union Dues from all employees covered by this Agreement.
- 4.02** Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of CUPE Local 1505 not later than the twentieth (20<sup>th</sup>) day of that month, accompanied by a list of all employees from whose wages the deductions have been made and the total hours worked by each employee.
- 4.03** At the same time the Income tax (T-4) slips are made available, the Society shall type on the slips the amount of Union dues paid by each Union member in the previous calendar year.
- 4.04** In consideration of the premises and of the Society making the compulsory check off of constitutional dues as therein provided, the Union agrees to and does hereby indemnify and save the Society harmless from all claims, demands, actions, and proceedings of any kind and from all causes of action which may arise or be taken against the Society.

### Article 5 – Union Bargaining Committee

- 5.01** A Union Bargaining Committee shall be elected or appointed from the bargaining unit, and shall include the President and Vice-President of CUPE Local 1505, the CUPE Area National Representative and two (2) members from the bargaining unit at MacDonald Island. The Union will advise the Society as to the names of the members of the Union Bargaining Committee.
- 5.02** Any representative of the Union or the bargaining committee, shall have the right to attend joint negotiating sessions held within working hours with no loss of pay.

**5.03** The Union shall have the right to have the assistance of representation of the Canadian Union of Public Employees when dealing in negotiations with the Society.

**Article 6 – Grievance Procedure**

**6.01** A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

**6.02 Complaint Stage**

- a) The Employee shall, as soon as possible after becoming aware of a problem, inform his immediate supervisor of the problem. If the Employee is not satisfied with the supervisor's solution to this problem, and if he so desires, he may within fourteen (14) calendar days of the date he became aware of the problem, file a formal written grievance.
- b) An Employee shall have the right to have a Union Shop Steward present at any discussion with supervisory personnel which will be the basis of disciplinary action.

**6.03 Grievance Stage**

- Step 1:** Upon filing his written grievance, he shall request a formal meeting with his Supervisor at which he may be accompanied by his Shop Steward. The immediate supervisor must give his response in writing within Seven (7) calendar days of the meeting.
- Step 2:** Failing resolution of the grievance at **Step 1**, the aggrieved Employee may submit his grievance in writing to the General Manager within seven (7) calendar days of the completion of Step 1. The General Manager, or his designate, shall within seven (7) calendar days of the date he receives the written grievance, hold a meeting with the employee, along or accompanied by a representative of the Union. The General Manager, or his designate, shall endeavor to immediately settle the grievance so presented and shall give his decision in writing within seven (7) calendar days after such meeting.
- Step 3:** If final settlement of the grievance is not effected, the grievance may be referred to arbitration as provided herein any time within fourteen (14) calendar days of the date the answer of the General Manager should have been given, but not later.

**6.04** A grievance, in order to be processed, must state in writing the sections of the Agreement allegedly violated, all necessary details of the alleged grievance and any relief sought by the Employee. The grievance must bear the signature of the Employee. Every Employee shall be notified of the name of his immediate designated supervisor.

**6.05 Union Policy Grievance**

A Union or Policy Grievance, which is defined as an alleged violation to this Agreement, concerning more than one of the Employees in the bargaining unit, in regard to which an individual Employee could not grieve, may be lodged by the President of the local union in writing at Step 2 of this procedure at any time within fourteen (14) calendar days after the circumstances giving rise to such grievance occurred or originated and if not satisfactorily settled, may be processed to arbitration in the same manner and to the same extent as the grievance of an Employee.

**6.06** Except where time limits are extended by written agreement between the parties, the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure and all stages thereof and within the applicable time limits set out. It is understood that all time limits are mandatory.

**6.07** When a grievance is submitted to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the party referring the matter to arbitration. Within fifteen (15) calendar days thereafter, the other party will advise the first party of the name and address of its nominee to arbitration board. The two (2) nominees shall then select a third (3<sup>rd</sup>) person who shall be Chairman to the arbitration board.

**6.08** If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairman within fifteen (15) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.

**6.09** The Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.

**6.10** The findings of a majority of the Board, or failing a majority, the decision of the Chairperson of the Board as to the facts and as to the meaning, application, or alleged violation of the provisions of this agreement shall be conclusive and binding upon all parties concerned, but in no event shall the arbitrator alter, modify or amend any part of this Agreement.

- 6.11 Each party shall pay one half of the fees and expenses of the Chairman of the Board, and the total fees and expenses of their nominee and any of their witnesses.
- 6.12 The Society agrees that Stewards shall not be hindered in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Society and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unduly delayed where the requirements of this service permit such time off.
- 6.13 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with grievances with the Society. Such representatives shall have access to the Society's premises in order to investigate and assist in the settlement of a grievance, upon notice to the Society.
- 6.14 **Access to Personnel File**
- An Employee shall have right upon reasonable notice to have access to and review his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### **Article 7 – Seniority**

- 7.01 Seniority shall be bargaining unit wide and shall be based on the length of continuous service the regular Employee has been on the payroll. Part-time Employees shall accrue seniority on a pro-rated basis.
- 7.02 The Society shall maintain a Seniority List showing the date upon which each Employee's service commenced. An up-to-date Seniority List shall be sent to the Union in January of each year.
- 7.03
- a) A newly hired Employee shall be on probation for the first six (6) months of his employment. During the probationary period, such Employee shall be entitled to all rights and benefits of this agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effected from the original date of employment.

- b) The Society shall conduct a formal review of the newly hired Employee's performance within seven (7) calendar days of the completion of three (3) months' employment. Such review shall be conducted by the General Manager or his designate and the Employee shall be permitted to have their Shop Steward present at the review. The Employee shall be provided with a written performance appraisal at that time.

**7.04** An Employee shall not lose seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the society.

An Employee shall lose his seniority in the event:

- a) He is discharged for just cause and is not reinstated by the Society;
- b) He resigned in writing or verbally and does not withdraw his resignation within two (2) days;
- c) He terminates his employment by being absent from work in excess of three (3) consecutive days without sufficient cause or without notifying the Society, unless such notice was not reasonably possible;
- d) He is laid off for a period longer than one (1) year.

#### **Article 8 – Promotions and Vacancies**

**8.01** Notices of vacancies within the bargaining unit shall be conspicuously posted for a period of seven (7) calendar days in a mutually acceptable location. Such notices contain at least the following information:

- i) nature of position;
- ii) qualifications, knowledge, education and skills required;
- iii) hours of work and wage rates.

**8.02** In accessing the required qualifications of applicants, the Society shall consider such individual's abilities, skills, knowledge and attitude required for the vacant position. In making appointments to vacant positions within the bargaining unit, it is agreed that where the required qualifications of two or more applicants are approximately equal, seniority shall govern.

**8.03** A promoted or transferred Employee shall serve a three (3) calendar month trial period. If a promoted or transferred employee, at his option or at the decision of the Employer, may be returned to his former position during the trial period.

**8.04** When an Employee is temporarily assigned to a position paying a lower rate of pay, his rate of pay shall not be reduced.



## Article 9 – Lay-offs and Recalls

- 9.01** A lay-off shall be defined as a temporary severance of the work employment relationship for the purpose of reducing the work force in order to meet the manpower requirements of the Society.
- 9.02** In the event of a staff reduction, or deletion of a position, Employees shall be laid off in the reverse order of their bargaining unit seniority. The Union shall be consulted prior to any such changes in the workforce.
- 9.03** Advance Notice of Lay-Off
- In the case of lay-off, the Employer shall give notice to all permanent Employees, as per the Employment Standards Code, "Notice of Termination". If the Employee, in such case, has not had the opportunity to work the full weeks after notice of lay-off, he shall be paid in lieu of work for that part of the notice period which work was not made available.
- 9.04** The most senior Employee laid off, who has the required qualifications will be the first recall to a permanent position, provide he has retained his accrued seniority. Pursuant to the balance of this article, new Employees shall not be hired until those laid off have the required qualifications for the available position.
- 9.05** An Employee who refuses or fails to report within fourteen (14) calendar days of the date of recall shall lose all rights to recall.
- 9.06** An Employee who is laid off is responsible for advising the General Manager in writing, of any change of address or telephone number.
- 9.07** Should the society be unable to contact a laid off Employee by telephone within forty eight (48) hours of the first attempt to contact him, the next laid off Employee will be contacted and offered the position. The first Employee will be contacted by double registered mail. Should he fail to contact the General Manager within fourteen (14) calendar days of receipt of the letter, or, should the Employee's address no longer be valid, the Employee shall lose all rights to recall.
- 9.08** Any Employee who has been on lay-off for twelve (12) consecutive months shall be removed from the seniority list and shall lose all rights to recall.

## Article 10 – Hours of Work

- 10.01** A work day for staff is defined as the twenty-four (24) hour period starting at 8:00 am and ending at 7:59 am on the following day. The work week shall be from 8:00 am on Sunday to 7:59 am on the following Sunday.

**10.02**

- a) The normal hours of work for full-time clerical Employees shall be no less than seven (7) consecutive hours which normally fall between 8:00 am and **12:00** am (midnight) Sunday to Saturday. This will include a half hour paid lunch break. The hours of work will be thirty-five (35) hours per week or more.
- b) The hours of work for part-time clerical Employees may be scheduled between **8:00** am and **12:00** am (midnight) Sunday to Saturday. Part-time Employees who work five (5) or more consecutive hours shall receive one half hours of pay per shift In lieu of a **lunch** break, if they are unable to take a lunch break.
- c) The hours of work for maintenance Employees shall consist of twelve (12) hours per day including a one-half (**1/2**) hour paid lunch break and eighty-four (**84**) hours In a two week period.
- d) The hours of work for the Facility Foreman shall be eight (**8**) consecutive hours which normally fall between the hours of 7:00 am and 6:00 pm, Monday to Friday, for forty (40) hours per week.
- e) \*\*Summer Employees hours of work to be developed prior to the start of the **1999** season.

**10.03**

- a) All hours worked by clerical Employees In excess of eight (8) hours per day or forty (**40**) hours per week, will be considered overtime and will be paid at a rate of one and one-half (**1 1/2**) times the regular rate of pay.
- b) All hours worked by maintenance Employees In excess of twelve (12) hours per day or one hundred ~~sixty-eight~~ (**168**) hours per four-week period, will be considered overtime and will be paid at the rate of one and one-half (**1 1/2**) times the regular rate of pay.
- c) \*\*All hours worked by summer Employees In excess of eight (8) hours per day or forty-four (44) hours per week, will be considered overtime and will be paid at the rate of one and one-half (**1 1/2**) times the regular rate of pay.

**10.04** Instead of cash payment for overtime, an Employee shall have the option to receive time off at the regular rate, at a time mutually agreed to with the Employer.

10.05 The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance setting forth the working schedule. All shifts shall be equally allocated where possible.

The Employer agrees to give the Employee seven (7) calendar days of notice of shift change where possible, except in case of emergency, illness, or unplanned departure of Employees.

10.06 All Employees shall receive a fifteen (15) minute rest break in the first and second half of their shift. Employees on the twelve (12) hour shift will be given an additional fifteen (15) minute break per shift.

10.07 Effective October 1, 1991 Employees shall receive an additional fifty (50) cents per hour for each hour or position thereof, worked between 8:00 pm and 8:00 am.

10.08 If an Employee does not receive at least 12 hours rest between shifts then the Employee will be compensated by being paid time and a half (1½) their regular rate of pay for all time worked in the rest period.

10.09 Nothing in this agreement shall be considered a guarantee of work or work per day or per week. The Union shall be consulted prior to any changes to hours of work or working conditions.

10.10 When an Employee is on annual leave and was scheduled to work day shift the most senior Employee shall be offered the day shifts that the Employee on annual leave would have had to work.

#### **Article 11 – Holidays**

11.01 \*The Society recognizes that all regular Employees coming within the scope of this agreement shall be entitled to the following holidays with pay, namely:

***New Year's Day  
Good Friday  
Thanksgiving Day  
Victoria Day  
Canada Day  
Heritage Day***

***Labour Day  
Family Day (3<sup>rd</sup> Monday in  
February)  
Remembrance Day  
Christmas Day  
Boxing Day***

And any other designated a general holiday by the Lieutenant Governor of Alberta. There will be two (2) personal floater days to be taken on days mutually agreed to between the Employee and the Society.

- 11.02 For the purposes of this agreement all of the aforementioned holidays shall be observed on the day proclaimed as a holiday.
- 11.03 When any of the aforementioned holidays fall on an Employee's day off, and the Employee does not work that day he shall receive the day off with pay, equal to his normal hours of work. Such days may be banked by mutual agreement, to be taken at a time mutually agreed to by the Employee and the Society.
- 11.04 When an Employee works on a designated holiday, that Employee shall be paid one and one-half (1½) times the hourly rate for all hours worked, in addition to any entitlement under clause 11.01.
- 11.05 If a holiday falls or is observed during an Employee's vacation period, that Employee shall be allowed an additional vacation day with pay.
- 11.06 If an Employee requests and the Society agrees, the Employee may take another day off in lieu of receiving holiday pay.

Article 12 – Vacation

12.01 A regular Employee shall receive annual vacation with pay according to his anniversary of employment as follows:

<b>Employment</b>		
1 up to and including 2		2 weeks
3 up to and including 7		3 weeks
8 up to and including 12		4 weeks
13 and over		5 weeks

- 12.02 period of ... between ...
- 12.03 ...
- 12.04 Vacation ... earn ... the Employee ...

to designate his choice of vacation time on such listing while posted, vacation time shall be granted at the Society's discretion. The Society shall provide written approval by March 20 and post final vacation schedule by April 15, and the vacation schedule shall remain posted for the balance of the year. Seniority shall be the **deciding** factor in allocation of vacation for those Employees who designate their choice before February 28.

12.06 All permanent part-time Employees shall receive annual vacation pay as entitled to under clause 12.01. The pay shall be calculated on years of service, on regular earnings and paid vacation leaves.

### Article 13 – Leave

#### 13.01 **Witness and Jury Duty**

An Employee who has subpoenaed to appear in Court as a witness or a juror on a working day, during his regular hours of work, shall be allowed the **required** time off without loss of pay at his regular rate of pay, provided that any wage replacement or conduct money, exclusive of travelling expenses, paid the Employee for such an appearance is given to the **Society**.

#### 13.02

##### a) **Parental Benefit**

Maternity leave shall be granted pursuant to the Employment Standards Act.

b) Requests for extensions of maternity leave will be **considered** by the Society. Any such extensions shall be without pay.

#### 13.03 **General Leave**

An Employee shall be entitled to leave of absence **without** pay and without **loss** of **seniority** when he requests such leave for good **sufficient** cause. The approval of the Society shall not be withheld without just cause.

The Employer agrees to pay Employee's health benefit **premium** when they are on short-term **sick** leave and the health related part of their maternity leave only. No benefits will be paid to anyone on voluntary leave of absence:

At the Employee's option, the Employee may **continue** their **benefits**, excluding the R.S.P. benefit and shall pay all premium costs associated with the plan during approved leaves.

### 13.04

#### a) Union Leave

A Union Steward or Officer of the Union required to meet with the Society or to attend grievance hearings during working hours shall suffer no loss of pay. The Union Steward or Officer must have the prior approval of his immediate supervisor to attend such meeting.

#### b) An Employee who has been selected by the Union to attend conventions, seminars, union schools or meetings shall be granted a leave of absence and will continue to receive his regular pay and benefits. The Union will reimburse the Society for such pay and benefits when invoiced by the Employer. Requests for such leave shall be made not less than ten (10) working days in advance to the Employee's Immediate supervisor. No more than two (2) Employees may be released for such leave at any one time.

### 13.05 Bereavement Leave

Full-time or part-time Employees who have completed 30 calendar days of service shall be granted up to 4 regularly scheduled consecutive work days leave without loss of pay to attend the funeral of a parent, parent-in-law, spouse, brother, brother-in-law, sister, sister-in-law, child, stepchild, son-in-law, daughter-in-law, grandchild, or grandparent (including common law relationships). Other requests for bereavement leave will be considered by the Society. Where the burial occurs outside of the Province, travelling time of up to five (5) additional days leave with pay shall be granted.

### 13.06 Sick Leave

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease or under examination or treatment of a qualified medical practitioner. The parties agree that sick leave payments are intended only for protection of the Income of Employees who are unable to work for these reasons.

\*A regular Employee having served one hundred and twenty (120) calendar days of service shall be eligible to request paid sick leave.

Request for paid sick leave must be presented to the Employees Department Manager or the General Manager.

For the purpose of accruing sick leave, the Employees total number of sick days will not exceed 2% of gross earnings of time in any calendar year.

- a) Employees must report their inability to work due to illness to their Supervisor or the person designated to receive such reports before the start of their work or as soon as reasonably possible after work begins.
- b) **Proof of Illness**  
An Employee may be required by the Supervisor to produce a certificate from a duly qualified Medical Practitioner for any illness of three (3) working days or less certifying that such Employee is unable to carry out his duties due to illness.

Employees absent from work due to illness in excess of three (3) working days must produce a Medical Practitioner's Certificate certifying their inability to work on the fourth day of illness. It is the Employee's obligation to keep the Supervisor informed of the status of illness (inability to work) on an ongoing basis.

#### **Article 14 – Employee Benefit Plans**

##### **14.01 Society Contributions**

The Society shall pay the full cost of the following plan:

- a) The government operated hospital and/or Medical Insurance Plan.

**14.02** The Society shall pay sixty percent (60%) of the cost of the Employee group benefit program. See Schedule "B" for a summary of the benefit program.

**14.03** The Society shall make contributions to an Employee Registered Retirement Savings Program in the amount of three percent (3%) percent of the Employee's gross regular wages, contingent upon a matching two (2%) percent contribution from the Employee. At their option, Employees can contribute to the RRSP, to the maximum allowable limits per calendar year. This Registered Retirement Savings Program is in effect for regular full-time Employees only.

**14.04** The Employee benefit plan is attached to this collective agreement as Schedule "B". Employees will be eligible for benefits after successful completion of the probation period.

#### **Article 15 – Discharge, Suspension and Discipline**

In cases of discharge the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or Arbitration Hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

- 15.01 a)** When the Employer deems it necessary to discipline an Employee, such notice of discipline shall be given within five (5) working days of the

committing of the misdemeanor, or such act coming to the attention of the Supervisor.

- b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the Employee in writing within five (5) working days of the committing of the misdemeanor or of such act coming to the attention of the Supervisor, of the intent to investigate the matter and that further action may be taken.
- c) Where discipline, discharge or suspension is to occur under (a) or (b) above, all meetings with the Employee shall occur in the presence of a Steward at which time the reason(s) for such actions shall be given. The Employee and the Union shall be advised promptly in writing by the Employer of the reason(s) for such discipline and discipline imposed.

15.02 In the case of a grievance arising out of discipline, discharge or suspension, such grievance shall be commenced at Stage 2 of the grievance procedure within ten (10) working days from the date the discharge or suspension was imposed.

15.03 An Employee shall have the right at any time by appointment to have access to and review his personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

15.04 A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have him present at any discussions with supervisory personnel which is likely the basis of disciplinary action.

#### **Article 16 – No Strikes or Lock-Outs**

16.01 It is agreed that during the life of this agreement, there shall be no strike, slow down, or similar interruption of service by the Employees nor shall the Union encourage such action and further there shall be no lock out by the Society.

#### **Article 17 – Severability**

17.01 Both parties assume that any or all provisions of this agreement conform with all applicable laws of Alberta and/or Canada. Should it be determined at any time that any of the provisions herein contravene such laws, then the parties hereto agree to re-negotiate such provision or provisions for the purpose of having them conform to the law with all other provisions of this agreement not being affected thereby.

17.02 Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.





#### **Article 18 – Terminations and Amendments**

- 18.01** \*This collective agreement shall be in effect from October 1, 1998 to September 30, 2001 and shall continue from year to year thereafter unless either party gives the other parties notice in writing between the period of 60 and 120 days prior to the termination date. Both parties shall adhere to the terms of this agreement during collective bargaining.
- 18.02** Where notice to negotiate amendments for a new agreement has been given, then this agreement shall continue in force and effect during the period that the parties bargain for a new collective agreement.
- 18.03** The Society and the Union agree to reopen this contract for negotiation should the operation of the new arena become the responsibility of the Society, for the purposes of negotiating wages and working conditions for any new positions falling within the Bargaining Unit.

#### **Article 19**

- 19.01** Where required in the course of his duties, an Employee shall be provided safety clothing and/or equipment, which shall remain the property of the Employer. This applies to protective clothing, hardhats, work mitts or gloves, rain capes, and other such equipment or clothing which may be required. All equipment and clothing shall be kept in good repair by the Employer. This shall not include safety boots and other personal safety footwear.

***Schedule "A"***

Position within the Bargaining Unit and Wage Rates

<b>POSITION</b>	<b>OCT. 1/98</b>	<b>OCT. 1/99</b>	<b>OCT. 1/2000</b>
<b>1. Facility Foreman</b>	16.10/hr		
<b>2. Facility Attendant</b>	14.81/hr	15.11/hr	15.57/hr
<b>3. Facility Assistant</b>	11.58/hr	11.82/hr	12.18/hr
<b>4. Part Time Facility Assistant</b>	8.68/hr	8.86/hr	9.13/hr
<b>5. Accounting Clerk</b>	12.46/hr	12.71/hr	13.10/hr
<b>6. Office Administrator</b>	11.56/hr		
<b>7. Administrative Assistant</b>	10.25/hr	10.46/hr	10.78/hr
<b>8. Office Clerk</b>	8.94/hr	9.12/hr	9.40/hr
<b>9. Part Time Receptionist</b>	8.41/hr	8.58/hr	8.84/hr
<b>10. Assistant Golf Superintendent</b>	14.28/hr	14.57/hr	15.01/hr
<b>11. Crew Chief – Grounds</b>	10.20/hr	10.41/hr	10.73/hr
<b>12. Operator 1 – Grounds</b>	8.24/hr	8.41/hr	8.67/hr
<b>13. Operator 2 – Grounds</b>	7.65/hr	7.81/hr	8.05/hr
<b>Grounds Maintenance</b>	7.14/hr	7.29/hr	7.51/hr

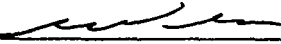
The 1998 wage increase of 2% is effective October 1, 1998. The wage increases for the remaining term of the contract will be an additional 2% effective October 1, 1999 and an additional 3% effective October 1, 2000.

**IN WITNESS WHEREOF** the parties **have** executed **these presents** duly attested by their **proper** officers respectively in **that** behalf.


**SIGNED, SEALED AND DELIVERED** in the presence of:


**MACDONALD ISLAND PARK SOCIETY**

Per. 

Per. 

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1505**

Per. 

Per. 

**Date signed:** Oct 29/98

**Letter of Understanding**

The parties hereby agree to establish a Joint Committee consisting of representatives of the Union and the Employer to discuss items of mutual Interest or Concern. This committee shall establish the terms of reference.

**IN WITNESS WHEREOF** the parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

**SIGNED, SEALED AND DELIVERED in the presence of:**


**MACDONALD ISLAND PARK SOCIETY**

Per:

Per: 

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1505**

Per: 

Per: 

Date signed: Oct 29/98

*Schedule "B"*

***Summary – Employee Group Benefit Program***

Life Insurance and Accidental Death and Dismemberment

The amount of insurance is based on two-times annual earnings rounded to the next higher one thousand dollars (\$1,000.00). The maximum amount available without evidence of health is seventy-five thousand dollars (**\$75,000.00**). The maximum amount available with evidence of health is one hundred fifty thousand dollars (\$150,000.00). The amount of average reduced fifty percent (**50%**) at age sixty-five (65) and terminated at age seventy (**70**).

***Loss of Income Benefits***

Sixty-Six and two-thirds (66 2/3) percent of monthly earnings to a maximum benefit of three thousand five hundred (\$3,500.00) dollars per month. Benefits commence from the one hundred and twenty-first (121) day of **disability** and are payable to age **sixty-five (65)**.

***Supplementary Health Benefits***

An annual deductible amount of twenty-five (**\$25.00**) dollars per individual, twenty-five (\$25.00) dollars per family, will be applied once each calendar year. You will be reimbursed for eligible expenses as follows:

- ❖ One hundred percent (100%) drugs and supplies;
- ❖ One hundred percent (100%) professional services;
- ❖ Paramedical services – three hundred dollars (**\$300.00**) per calendar year;
- ❖ Chiropractic x-ray – one (1) x-ray per year to a maximum of fifty dollars (\$50.00);
- ❖ Private duty nursing services – unlimited maximum;
- ❖ Out of Province professional and hospital services – unlimited maximum;
- ❖ Vision Care – one hundred dollars (\$100.00) every twenty four (24) months; and, up to twenty dollars (\$20.00) for an optometrist examination, limited to one (1) such treatment in any twenty-four (24) consecutive months for each person insured.

***Dental Benefits***

An annual deductible amount of twenty five dollars (**\$25.00**) per individual. Twenty five dollars (**\$25.00**) per family will be applied once each calendar year. You will be reimbursed based on the current Alberta Fee Guide, for eligible expenses as follows:

- ❖ One hundred percent (100%) for preventative and diagnostic, basic and emergency,

The maximum amount of benefit payable per insured individual per calendar year is as follows:

❖ Preventative and diagnostic, basic and emergency - unlimited;

Unmarried, dependent children are covered to age twenty-two (22) or age twenty-five (25) if attending school on a full-time basis.

#### Dependents

Dependents will be covered under this plan when they comply with the definition outlined within the current group benefit program guidelines.

**\*\*Letter of Understanding**

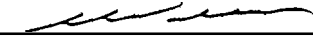
The Parties agree that Summer Employees shall be Included in the collective agreement. The parties further agree that before the start of the **1999 season**, job descriptions, classifications, and rates of pay shall be included into the collective agreement. It is further agreed that current summer Employees rates of pay shall remain the same until the start of the **1999** season and shall be adjusted by the % increase to Schedule A Wages (ie: **1998** rate x **2%** and so on). It is also agreed that summer Employees shall receive statutory holiday and vacation pay entitlement in accordance with the Alberta Employment Standards Code.

**IN WITNESS WHEREOF** the parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

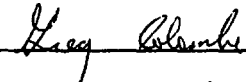
**SIGNED, SEALED AND DELIVERED** in the presence of:

**MACDONALD ISLANDPARK SOCIETY**

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1505**

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

Date signed: Oct 24/98

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# NOTES



## NOTES