

**2009 - 2011  
COLLECTIVE AGREEMENT**

**BETWEEN  
THE STUDENTS' UNION  
UNIVERSITY OF ALBERTA**

**-AND-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1368**

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**THIS AGREEMENT made this 1st day of May, AD. 2009.**

BETWEEN:

**THE STUDENTS' UNION  
UNIVERSITY OF ALBERTA**  
(hereinafter called "the Employer")

PARTY OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1368**  
(hereinafter called "the Union")

PARTY OF THE SECOND PART

**ARTICLE 1 - PREAMBLE**

1.01 WHEREAS it is the desire of both Parties to this Agreement:

- a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) To promote the well-being and security of the Employer including encouraging the efficiency in operation of the Employer;
- d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

1.02 AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions and the objectives of the Employer and the Employees be drawn up in this Agreement.

**ARTICLE 2 - DEFINITIONS**

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1368 as the sole and exclusive bargaining agency for all of its full-time, part-time, temporary and relief Employees as defined hereunder, excluding those Employees as defined in Article 2.03 herein.

2.02

- a) Full-time Employee shall mean an Employee who is employed to work regularly scheduled shifts with a minimum credit of seven and one half (7.5) hours per tour of

duty over five (5) days per week over a total of thirty seven and one half (37.5) hours per week. Full-time Employees shall receive all rights, benefits and privileges as stipulated in this Collective Agreement, unless otherwise specified.

- b) A Term Employee is a full-time Employee who works from the period of September 1st to April 30th and shall have all rights, benefits and seniority of a full-time employee. Term Employees will be guaranteed a recall at the new term.
- c) Part-time Employee shall mean an Employee who works regularly scheduled shifts with a minimum credit of: three (3) hours tour of duty in the Bars, Retail, and Food, and four (4) hours per tour of duty for Employees who work regularly scheduled shifts in other areas, except student Employees as addressed in Clause 16.05, provided, however, that such hours worked in any 8 week period shall average less than those established for full-time employment. Part-time Employees shall receive all rights, benefits and privileges as stipulated in this Collective Agreement, unless otherwise specified.
- d) A Temporary Employee is one hired for a specific purpose and for a limited time. Such Employee shall not be engaged for periods in excess of twelve (12) months, except that this period may be extended with the Union's consent in writing (such consent shall not be unreasonably withheld). The intended duration of employment shall be given to the Employee in writing at the time she/he is hired, if said duration is to exceed one (1) month.

Temporary Employees shall receive all rights, benefits and privileges as stipulated in this Collective Agreement unless otherwise specified. Certain temporary Employees shall be exempt from this clause under special circumstances and as mutually agreed to by the Employer and the Union.

- e) Relief Employees are those hired to meet a variety of reliefs, emergencies or short-term operating requirements and may be employed for full or part days and/or full or part work weeks. Relief Employees shall receive all rights, benefits and privileges as stipulated in the Collective Agreement.
- f) Temporary and relief Employees shall not be used to avoid filling an existing full-time vacancy, nor shall they be used to avoid the filling of a newly created full-time position unless mutually agreed to by the Employer and the Union.
- g) Whenever reasonable, part-time, temporary, and relief positions shall be filled by undergraduate students enrolled at the University of Alberta. If these positions cannot be filled by undergraduate students, they may be filled by the general public.

2.03

- a) The following positions shall be exempt from the bargaining unit:

- General Manager
- Manager of Facilities and Operations
- Manager of Finance and Administration
- Manager of Communication and Marketing
- Manager of Programming & Licensed Activities
- Manager of Student Services
- Senior Operations Manager - Bars

Senior Operations Manager - Food Services  
 Senior Operations Manager - Retail  
 Senior Operations Manager - SU Print Centre & Games Area  
 Operations Manager - Bars  
 Operations Manager - Retail  
 Operations Manager - SU Print Centre - Production & Technical Support  
 Operations Manager – Venues  
 Director - Student Financial Aid Information Centre  
 Executive Assistant  
 Personnel Manager  
 Operations Manager-Food Services  
 Assistant Manager-Finance & Administration  
 Kitchen Manager – Powerplant  
 Advocacy Director  
 InfoLink:Academic & Information Services Manager

All Employees of student operated services for which they receive an honorarium rather than wages, such as: Media and Communications, Information Services, Cabarets, Ombudservice, Student Distress Centre, Safewalk, Student Group Services, Centre for Student Development, Environmental Coordination Office of Students, and Student Financial Aid Information Centre

- b) Any student who works in Student Services as listed and receives an honorarium, either as a lump sum or as hourly wages, shall be Union exempt. Any student who works in any other area shall be a Union member unless mutually agreed to by the Employer and the Union.
- c) Persons whose jobs are not in the Union shall not work on any jobs which are included in the Union, except for the purposes of instruction, experimenting, or in emergencies when regular Employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of an employee.
- d) Supervising Manager means the out of scope Supervisor from whom an Employee normally (directly or indirectly) receives work assignments.

2.04

- a) The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.
- b) No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

### **ARTICLE 3 - NO DISCRIMINATION**

3.01 Both parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by

reason of age, race creed, color, national origin, political or religious affiliation or activity, gender or marital status, sexual orientation, place of residence, physical or mental disability, nor by reason of his/her membership or non-membership in the Union, or for any reason that may be considered discriminatory. An Employee with a disability shall be assigned duties that commensurate with his/her ability.

3.02 The Employer and the Union agree that all Employees are entitled to a work environment free from harassment, intimidation, bullying or violence of any form. This includes but is not limited to any physical or verbal conduct that assaults, threatens, demeans, belittles, humiliates or embarrasses bargaining unit Employees. Such incidents, when reported, shall be subject to appropriate investigation and resolution consistent with this Collective Agreement and applicable legislation.

3.03

a) For the purposes of this Agreement only, both parties agree that students of the University of Alberta who are employed in Union positions as per Article 2, may fully participate in any and all Students' Union activities, subject to the following conditions:

i) They shall not sit on any Board or body whose specific function is to negotiate any matter of contention between the Students' Union and the Union.

ii) No person shall vote on any matter, except in a Students' Union General Election, which affects in any way the area of the Students' Union in which the person is employed including that which affects wages, conditions, or other persons employed in that area.

iii) No person shall during his/her hours of employ engage in any political activity, as defined by the Students' Union Executive.

b) Employees who are not students at the University of Alberta shall in no way, shape or form engage in any activity, the purpose of which is to influence or alter Students' Union policy on any matter except as provided for elsewhere in the contract.

c) Employees may not work in potentially competing operations without prior written approval of their supervisor(s), and are responsible for notifying their supervisor(s). Such approval shall not be unreasonably withheld.

3.04

a) Any claims by an Employee or the Union pertaining to a violation of any labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

#### **ARTICLE 4 - CHECK OFF OF UNION DUES**

4.01

a) The Employer shall deduct from all Employees covered by this Agreement, any monthly dues, initiations, or assessments levied, in accordance with the Canadian Union of Public Employees Constitution and/or CUPE Local 1368's Bylaws that are owed by these Employees to the Union.

- b) The Union will advise the Employer two months in advance of any changes to said deductions.
- c) The Union will be notified on a monthly basis in writing of the first name, last name, salary, classification and, as required, the duration of employment of temporary and relief Employees engaged by the Students' Union.
- d) The Employer will enter on the T-4 slips, issued for income tax purposes the individual dues deducted.
- e) With the check off of union dues noted in Article 4.01 a), the Employer will provide the Union with the Employee's addresses and listed telephone numbers.

The total wages as paid out to Union Employees (full-time, term, part-time, temporary and relief) will be provided on a monthly basis to the Union Treasurer by the Employer.

4.02 Deductions shall be made from each payroll period and shall be forwarded to the CUPE National Secretary Treasurer no later than the 15th day of the month following, accompanied by a list of the names and addresses of all Employees from whose wages the deductions have been made.

4.03 All Employees of the Employer who are presently members of the Union shall, as a condition of continuing employment, remain members in good standing in the Union according to the Bylaws and Constitution of the Union. All other Employees shall, as a condition of continuing employment, become and remain members in good standing in the Union within thirty (30) days of commencement of employment with the Employer. Exceptions will be made for Employees who are hired into, choose to transfer to, or are promoted to non-Union positions, as set forth in Article 2.03. An Employee may be excluded from the provisions of this clause on the grounds of religious convictions, provided that she/he can produce evidence of same satisfactory to both parties.

## **ARTICLE 5 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

5.01

- a) The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the responsibilities and obligations of the Employer.
- b) The Employer will make available to all new Employees a copy of the current Collective Agreement at date of hiring and will provide copies to other Employees on request.

5.02 On commencing employment, the Personnel Manager will inform the Union Secretary, in writing, that a new Employee has been hired.

5.03

- a) A shop steward or other officer of the Union shall be given the opportunity to interview each new Employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes within one week of hire at a mutually agreeable time with the manager. This is done for the purpose of discussing with the new Employee the benefits of Union membership and his/her responsibilities and obligations to the Union and the Employer.

## **ARTICLE 6 - CORRESPONDENCE**

- 6.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the General Manager, or his/her designee, and the President, Secretary, and the National Representative, as well as all regular members of the respective committees of the Union.
- 6.02 Copies of all non-confidential Students' Council agendas and minutes affecting the Union will be forwarded to the Union to be posted on staff bulletin boards.

## **ARTICLE 7 - LABOUR MANAGEMENT CO-OPERATION COMMITTEE**

- 7.01 A Labour Management Co-operation Committee shall be established consisting of four (4) representatives from the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the Employer. The parties shall have the power to add two (2) members to each side.
- 7.02 The Committee shall concern itself with matters of the following general nature:
- a) Considering constructive criticisms and suggested solutions of all activities so that better relations shall exist between the Employer and the Employees.
  - b) Increasing operating efficiency by promoting co-operation in effecting economy moves.
  - c) Improving of service to the Employer.
  - d) Promoting of safety and sanitary practices and the observance of safety rules through the establishment of a sub-committee of the Labour Management Co-operation Committee.
  - e) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
  - f) Correcting of conditions making for grievances and misunderstanding.
  - g) Promoting education and training of the staff.
- 7.03 The Committee shall meet once each month if a meeting is required by either party, at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least five (5) working days wherever possible, but not less than forty eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with this Committee and shall be responsible for seeking prior approval from the supervisor(s).
- 7.04 A representative of the Employer and a representative of the Union shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 7.05 Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the joint Chairpersons. The Union and the



Employer shall each receive two (2) signed copies of the minutes within three (3) working days following the meeting.

7.06

- a) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement.
- b) The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- c) In order to be binding on the parties, all agreements made at the Labour Management Co-operation Committee meetings must be ratified at the next meeting of the Union membership and the next meeting of the Executive Committee of Students' Council; confirmation in writing must be submitted to the respective parties.

7.07

Any representative of the Labour Management Co-operation Committee shall be able to attend committee meetings held within working hours without loss of remuneration. Any Employee attending meetings held outside of regular working hours shall be compensated with time off with pay equal to the time spent at the meetings only if such meetings are mutually agreed to by the Employer and the Union.

#### **ARTICLE 8 - LABOUR MANAGEMENT NEGOTIATIONS**

8.01

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02

- a) A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, in total, inclusive of any Canadian Union of Public Employees representative or designee, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- b) The Union will advise the Employer when alternates are replacing a committee member. Union committee members will advise their supervising Manager of their attendance at the joint meeting and its time, date and proposed duration.
- c) Either party wishing to have up to three (3) non-participating observers may do so with the permission of the other party, and, unless attendance is during the Employee's own time or vacation time, their supervising Manager. There will be no cost to the Employer for union observers. Union observers will normally be the alternate of the union negotiating committee.

8.03

All matters of mutual concern, pertaining to performance of work operation problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., may be referred to the Bargaining Committee for discussion and settlement.

- 8.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives may have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 8.05 In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held not later than seven (7) working days after the request has been given.
- 8.06
- a) Negotiation time shall be defined as the time from the scheduled commencement to the scheduled closure of negotiations on each negotiating day. Requests for leave, and the authorization or refusal of such leave, shall be in writing. Permission to leave work to attend such meetings shall not be unreasonably withheld.  
  
Representatives of the Union shall not suffer any loss of pay when required to leave their employment for negotiating the Collective Agreement  
  
Representatives of the Union attending negotiation meetings held outside of regular working hours shall be compensated with time off with pay equal to the time spent.
    - i) The Employer shall cover the first 40 hours of staff time, per committee member, or 160 total staff hours of negotiating time, whichever is greater.
    - ii) The Employer and the Union shall equally share the cost of any additional negotiating hours incurred by the Union's committee.
  - b) The Local Union will re-imburse the Employer for all time spent in preparation for negotiations by the Local's Negotiating Committee. Preparation time is defined as the time spent in meetings prior to the initial exchange of proposals, meetings between scheduled negotiation meetings, and meetings following the scheduled closure of the negotiation meetings.
    - i) Representatives of the Union attending preparatory meetings held outside of their regular working hours shall be compensated with time off with pay equal to the time spent.
    - ii) Representatives of the Union attending preparatory meetings held during their regular working hours shall suffer no loss of pay. The Employer must be aware of, and agree to, the date, time and duration of each such meeting.
  - c) The Employer and Union shall jointly maintain a log of time spent in negotiations and preparation, and the identity of Employees involved.
- 8.07 The Employer shall make available to the Union, following a request, the following information: job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings and job evaluations, pension and welfare plans, manuals and directives as required for collective bargaining purposes.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 Any claims by an Employee or the Union pertaining to a violation of any labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.
- 9.02 On an annual basis the Union will advise the Employer, in writing, of the names of all Shop Stewards and will advise the Employer of any changes to the Stewards as they occur.
- 9.03 The Union shall notify the Employer in writing of the name of each Steward, the department(s) she/he represents, and the Chief Steward, before the Employer will be required to recognize him/her.
- 9.04 The Stewards so elected shall constitute the Grievance Committee so long as they remain Employees or until their successors are chosen.
- 9.05 The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of the General Manager or his/her designee, such permission to be granted at a mutually acceptable time.
- 9.06 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee(s) or the Union.
- 9.07 An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:
- a) At all levels of the grievance procedure:
    - i) a sincere attempt will be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace;
    - ii) a meeting may be arranged to discuss the problem and exchange information.
  - b) An Employee or the Union will have the right at any time to have the assistance of a CUPE Representative.
  - c) The Employer's Personnel Manager, or designee, shall be entitled to be present at all meetings referred to in this Article.

#### STEP 1

An Employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement will first discuss the matter with the Employee's Supervising Manager within five (5) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. The Employee will have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's Supervising Manager. The Supervising Manager will advise the Employee of their decision within five (5) days of the date the matter was first discussed.

**STEP 2**

Failing settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned, and/or Chief Steward, will submit to the General Manager or his/her designate, within five (5) working days, a written statement of the particulars of the complaint and the redress sought. The General Manager shall render his/her decision within five (5) working days after receipt of such notice.

**STEP 3**

Failing settlement being reached in Step 2, the employee(s) and/or the Grievance Committee shall submit the matter, within five (5) working days to the Students' Union Executive Committee, who shall render their decision within five (5) working days after receipt of such notice.

**STEP 4**

Failing a settlement being reached in Step 3, within twenty (20) working days of receiving the Students' Union Executive Committee's decision the Union may, on giving five (5) working days notice in writing to the Employer of its intention, refer the dispute to arbitration.

- 9.08 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed.
- 9.09 The Union and its representatives, shall have the right to originate a grievance for an Employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.
- 9.10 Replies to grievances shall be in writing at all stages.
- 9.11 The Employer shall supply the necessary facilities for the grievance meetings.
- 9.12 Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.
- 9.13 Should the Employer or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded by the party failing to meet the time limit, unless the parties have mutually agreed, in writing to extend the time limit.
- 9.14 No grievance shall be defeated by any formal or technical objection except as allowed for in Article 9.13, and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

**ARTICLE 10 - ARBITRATION**

- 10.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) working days of receipt of the letter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then select an impartial Chairperson.

- 10.02 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) working days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 10.03 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure. To this end it is agreed that neither party shall employ the services of Legal Counsel to make any presentation at the Arbitration hearing. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Chairperson is appointed.
- 10.04 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final and binding and enforceable on all parties, but in no event shall the Arbitration Board have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or any discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 10.05 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Arbitration Board to re-convene the Board to clarify the decision, which it shall do within seven (7) working days.
- 10.06 Each party shall pay:
- a) The fees and expenses of the Arbitrator it appoints.
  - b) One half (1/2) the fees and expenses of the Chairperson.
- 10.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 10.08 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es). As well, all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s), and any other witnesses to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. Employees who appear as witnesses shall not suffer loss in wages.

#### **ARTICLE 11 - DISCIPLINE, SUSPENSION, AND DISCHARGE**

- 11.01 When the Employer or its designee finds it necessary to censure or express dissatisfaction with an Employee's work, attitude, performance or conduct, which may lead to further disciplinary measures, the following procedures will apply:
- a) There will be a full discussion between the Employee and his/her immediate supervisor. The Employee will have a predetermined date by which to correct the reason for censure or expression of dissatisfaction.
  - b) Within five (5) working days of this discussion the Employer shall provide the employee, in writing with a copy to the Union, a letter outlining the reasons for this

censure or dissatisfaction, and the corrective measures required, and what disciplinary measures may follow if the corrective action is not taken.

- c) This Article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her personnel record.

The personnel record of an Employee shall not be used against him/her in the following instances:

- i) When eighteen (18) months have elapsed since a suspension, provided that there has been no recurrence of a similar and/or other infraction.
  - ii) When eighteen (18) months have elapsed since the issuance of a letter of reprimand, provided that there has been no recurrence of a similar and/or other infraction.
- d) The Employee shall have the right to view his/her personnel record at any time during normal office hours.

The Employee shall have the right to make copies of any material contained in his/her personnel record, in the presence of the General Manager or his/her designee. At no time shall the Employee's personnel record or the original contents leave the security of the Employer's offices.

11.02 Where the Employer believes that there is a reasonable or just cause to discipline, suspend, or discharge an Employee for reasons other than addressed in Article 11.01, these other reasons shall include but not be limited to theft, fraud, or other criminal activities, imbibing or being under the influence of alcohol or illicit drugs while on duty, continual shortages of cash or materials in the Employee's control, failure to inform supervisor of non-attendance, and insubordination. The Employer has the right to immediately suspend or discharge the Employee. Whenever possible, the Employee shall be given the reason for his/her discharge in the presence of a Steward and/or other officer of the Union. If neither of the concerned parties are available, a meeting will be arranged at the earliest possible time. Such Employee and Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. The Union has the right to investigate and/or grieve the decision as set forth in Articles 9, 10 and 11.

11.03 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

11.04 Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period following such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of an Arbitration Board if the matter is referred to such a Board.

## **ARTICLE 12 - SENIORITY**

12.01

- a) Seniority is defined as the length of service from the first date of hire. Seniority, degree of qualification, suitability and aptitude for the position in question shall be used in determining preference or priority for promotions, transfers, shift allocations, demotions, layoffs, and recall where the ability of affected individuals to perform the work in question is relatively equal. Seniority shall operate on a departmental basis with displacement privileges within the department only, unless otherwise mutually agreed. Mutual agreement shall not be unreasonably withheld.
- b) When mutually agreed, pursuant to 12.01(a), an Employee who has the required qualifications as outlined in the job description will be able to execute his/her seniority in another department. If possible and mutually agreed, the Employee will be given a reasonable amount of time (ninety [90] days) to obtain the required qualifications.
- c) Seniority for full-time term and full-time Employees shall be earned on a basis of months employed.
- d) Seniority for part-time Employees shall only apply in relation to other part-time Employees in the department in which they are employed based on regular accumulated hours worked. Seniority of full-time Employees will take precedence over part-time employees. Temporary and relief Employees shall not accumulate seniority.
- e) Seniority as defined in this Article shall apply to Article 15.
- f) An Employee who is on an approved leave of absence for a period which exceeds six (6) continuous months shall have their seniority frozen until such time as their return to work or they are terminated.

12.02

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. A separate seniority list shall be maintained for part-time employees. Up-to-date seniority lists shall be sent to the Union by the 31<sup>st</sup> of January of each year.

12.03

- a) An Employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An Employee shall only lose his/her seniority in the event:
  - i) she/he is discharged for just cause and is not reinstated.
  - ii) she/he resigned.
  - iii) she/he is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
  - iv) she/he fails to return to work within ten (10) calendar days after receipt of notice of recall from layoff.

### **ARTICLE 13 - PROBATION**

13.01

- a) A newly hired full-time Employee may be considered to be on probation for a period of no more than six (6) months from the start date.
  - i) The probation period may be extended by mutual agreement between the Employer and the Union for up to three (3) additional months, for reasons that are outlined in writing to the Employee and the Union.
- b) A newly hired part-time Employee may be considered to be on probation for a period of six (6) months from the start date.
  - i) The probation period may be extended by three (3) months in writing to the Employee and the Union.
  - ii) An additional three (3) month extension may be requested by the Employer or the Union in writing explaining the reasons and will be by mutual agreement.
- c) An Employee hired in a second or subsequent position shall serve a probation period of three (3) months unless the Employee is taking on a second or additional position which is substantially identical in another area or department in which case Articles 14.05(a) and 14.05(c) shall apply.
- d) During this probation, an Employee shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of an Employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure by the Employer provided that the provisions of Clauses 11.01 and 13.01 (e) are followed. After completion of the probationary period, seniority shall be effective from the last date of hire.
- e) Employees shall be given regular, appropriate performance feedback throughout their probationary period by their supervisor.
  - i) Full-time Employees shall be evaluated mid-way through and just prior to the end of the probationary period.
  - ii) Part-time Employees shall be evaluated prior to the end of their probationary period.
- f) The Union and the Employee will be advised of the evaluation process three (3) days prior to such evaluation taking place. The Union and/or the Employee shall have the right to request to meet for thirty (30) minutes prior or following the evaluation, with no loss of pay.
- g) Should an Employee's probation period be interrupted by a compensable injury or other approved leave of absence, the probation period will recommence upon the Employee's return to work.

## **ARTICLE 14 - PROMOTION AND STAFF CHANGES**

14.01



- a) The Union shall be notified in writing of all appointments, hiring, layoffs, transfers, recalls and termination of employment within the bargaining unit.
  - b) When a vacancy occurs or a new position is created, either inside or outside of the Union, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of seven (7) working days, in order that all members will know about the position and therefore be able to make written application.
- 14.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary range or rate. Those qualifications shall not be established in an arbitrary or discriminatory manner. The Employer shall not be required to state the wage or salary for an exempt position.
- 14.03 Employees shall provide the Personnel Manager with a contact e-mail or physical address, either of which can be used by the Employer, to contact the members of the Union who are on vacation, leave of absence, or layoff as to the availability of any new or vacant position. Said Employees will have seven (7) working days to apply.
- 14.04 Both parties recognize:
- a) the principle of promotion within the services of the Employer.
  - b) that job opportunity should increase in proportion to length of service.
  - c) Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant according to seniority, degree of qualification, suitability and aptitude for the position. Appointments from within the Union shall be made within three (3) weeks of the date of posting.
- 14.05
- a) The successful applicant shall be placed in a trial period of up to six (6) months. Conditional on satisfactory service, the position shall become permanent after the trial period.
  - b) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds himself/herself unable to perform the duties of the new job classification, she/he shall be returned to his/her former position without loss of seniority and to his/her previous salary. Dismissal of an Employee displaced as a result of this clause shall not be subject to the grievance procedure.
  - c) If a part-time Employee proves unsatisfactory in a second or subsequent position, the loss of that position will not affect the Employee's status in other positions unless the loss of the position was due to one or more serious infractions as described in Article 11.02.
- 14.06 In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior Employee who does not possess the required qualifications, but is preparing for qualification prior to filling of a vacancy. Such Employee will be given opportunity to qualify within a reasonably prescribed length of time (six [6] months).

- 14.07 No Employee shall be transferred to a position outside the Union without his/her consent. If the Employee returns to a Union position such return shall not result in the layoff or bumping of any other employee.
- 14.08
- a) When the Employer wishes to transfer an Employee with the required qualifications, during slack periods, to a position within the Union, this will not result in the layoff or bumping of any other Employee. This shall be done for a period of no longer than three (3) months. Any transfer of longer than three (3) months shall require the consent of the Union.
  - b) The Employer will have the right to terminate temporary and relief Employees due to lack of work in this case. Such Employees will have no rights under the Collective Agreement on termination. For periods of less than two (2) weeks, temporary and relief Employees will be laid off, subject to recall as provided in Article 15.
- 14.09 Where feasible and with the express consent of the Employee, the Employer will inaugurate and maintain a system of "on the job" training so that every Employee will have the opportunity to receive training and qualifications for promotion, in the event of a vacancy arising, to the position next senior to his/her own. Accordingly, senior Employees shall be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging with interested Employees to exchange positions for temporary periods, without affecting the rate of the Employees concerned.
- 14.10 Selection of applicants for new or vacant positions falling within the scope of the Union shall be made by the appropriate Area Manager and/or Supervisor concerned, subject to ratification by the General Manager.
- 14.11 When an Employee is promoted or transferred to a classification carrying a higher rate of pay, such Employee shall be placed in a pay rate in his/her new classification which provides an immediate increase over his/her previous salary rate. Thereafter, their increment(s) shall be effective on the anniversary date of transfer or promotion.
- 14.12
- a) Employees demoted or transferred to a classification carrying a lower rate of pay shall continue to receive all increments of their former classification, as well as any negotiated increases that may apply, for a period of one year from the date the Employee assumes the new classification.
  - b) Once the year addressed in 14.12(a) has expired, the Employee's wage rate will be frozen until such time as the wage rate of the lower classification equals that of the affected Employee's wage rate.
  - c) This clause will not apply to a lateral move to a position with the same salary grid.
  - d) This clause does not affect the current Employees who have been transferred prior to signing of this Agreement.

## **ARTICLE 15 - LAYOFFS, SEVERANCE, AND RECALLS**

15.01

- a) Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of layoff, Employees shall be laid off in the reverse order of their seniority provided that no Employee is to be displaced by a person with more seniority unless the latter possesses the occupational qualifications of the job filled by the Employee with less seniority. Employees shall be recalled in order of their seniority provided an Employee has the required minimum qualification as outlined in the job description to exercise this seniority. If possible, and mutually agreeable, the Employee will be given a reasonable amount of time (ninety [90] days) to obtain required qualifications.
- b) Part-time Employees will be laid off before full-time employees. Full-time Employees will be recalled prior to part-time employees.
- c) Part-time employees, while on layoff, shall be given preference for employment over temporary or relief employees, provided such Employees are qualified for the position.

15.02 No new Employees will be hired until those laid off have been given an opportunity of re-employment, in writing, with a copy to the Union.

- a) When work becomes available, the Employer agrees to re-engage such Employees whose ability to perform the work in question is relatively equal in order of seniority. Notice of recall shall be by registered mail. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.
- b) An Employee will advise the Employer of his/her intention to return to work within five (5) working days of receiving notice of recall. An Employee who accepts recall must report for work within five (5) working days.
- c) Failure to respond will be considered as resignation from the service of the Employer.

15.03

- a) If an Employee who has completed their required probation period is to be laid off, the company shall give notice of such layoff as follows:
  - 1) two (2) weeks, if the Employee has been employed for more than six (6) months but less than two (2) years,
  - 2) three (3) weeks, if the Employee has been employed for two (2) years or more but less than four (4) years,
  - 3) five (5) weeks, if the Employee has been employed for four (4) years or more but less than six (6) years,
  - 4) six (6) weeks, if the Employee has been employed for six (6) years or more but less than eight (8) years,
  - 5) seven (7) weeks, if the Employee has been employed for eight (8) years or more but less than ten (10) years,
  - 6) nine (9) weeks, if the Employee has been employed for ten (10) years or more.

- b) The Employee shall be paid in lieu of notice for that part of the notice period during which work was not available. An Employee who is on required layoff for a period of twelve (12) months will be declared redundant. When the Employee is declared redundant, Clause 15.07 will apply.

15.04

- a) The Employer agrees to pay the premiums as addressed in Clause 27.02(a) for the Employees laid off for periods of six (6) months or less. In the event of a longer layoff, Employees so affected will be given the right to continue this coverage through direct payments, if agreed to by the appropriate insurance carrier.
- b) This clause will not include part-time, temporary or relief employees.

15.05

Grievances concerning layoffs shall be initiated at Step 2 of the Grievance Procedure.

15.06

- a) No full-time, term or scheduled part-time employee, having occupied the same position for one year or more, will be laid off or suffer redundancy or a reduction in salary or hourly wage during the term of this Agreement because of the introduction of new or modified equipment, associated changes in methods of operation, and/or modification of the Employer's operation, in any way except as provided in the following.
- b) The Employer shall advise and discuss such changes thoroughly with the Union, within a period of one hundred and eighty (180) days but not less than ninety (90) days prior to the introduction of new or modified equipment, associated changes in methods and/or the modification of the Employer's operation which may result in layoff of employee(s). Wherever possible, this shall be avoided by retraining, relocation, or reassignment of the Employees affected.
- c) The posting requirements of this Agreement shall not apply where employee(s) is/are retrained, reassigned, and/or relocated under the terms of this Article. If an Employee refuses to be retrained, reassigned, and/or relocated, she/he may be subject to layoff, as provided in Article 15.01.
- d) Employee(s) being retrained and/or reassigned will be subject to a trial period, up to a cumulative total of six (6) months, as determined and mutually agreed to by the Employer and the Union. If an Employee fails to successfully complete the trial period, she/he may be subject to layoff, as provided in Article 15.01.

15.07

Provided that she/he has completed his/her probationary period and has an additional six (6) months of service with the Employer, the Employee subject to redundancy shall receive redundancy pay in a lump sum equal to one (1) week's pay for each six (6) months of service or major portion thereof up to a limit of twenty-four (24) weeks' salary.

## **ARTICLE 16 - HOURS OF WORK**

16.01

- a) The normal hours of work for fulltime and fulltime term employees, exclusive of meal periods, shall be seven and one half (7.5) hours per day. The normal meal period shall be one half (.5) hour. The normal work week shall be five (5) days. Modification of the meal period may be mutually agreed to by an Employee and the employer. Such agreement shall not be unreasonably withheld.

- b) The hours of work for full-time Employees and full-time term Employees shall be posted in an appropriate place and any variation to the normal hours of work must be mutually agreed to by the Employer and the Union, such mutual agreement will not be unreasonably withheld.
- c) Normal hours of work for part-time and temporary Employees will be in accordance with work schedules as drawn up two (2) weeks in advance with the Employer providing seven (7) days notice of any change of schedule.
- d) The Employer may request a part-time Employee to work additional shifts at the regular rate of pay, provided that the part-time Employee agrees. The overtime rates shall apply for all work on designated day(s) off.

16.02

- a) During the calendar year, the Employer will guarantee each full-time Employee with more than one (1) year seniority, a minimum of 1950 hours of work, less any time used for vacation, sick leave and other approved leave of absence. This guarantee shall include paid holidays as specified in Article 19. This clause will not apply if an Employee is laid off, terminated, or his/her position is made redundant, or if a department is sold to another owner.
- b) This clause will not include part-time, temporary, or relief employees.

16.03

- a) Full-time and term Employees shall not be required to work on Saturdays and Sundays unless for necessary and urgent work that cannot be done during the regular week (Monday to Friday) inclusive). This clause will not apply to areas where the normal hours of work include Saturday and/or Sunday.
- b) Part-time Employees shall have one or more designated day(s) off in a seven calendar day period.

16.04

Management has the right to request that part-time, temporary, and relief Employees work split-shifts when necessary. A split shift is one in which the gap between the two shifts is greater than one hour. The Employee will be paid two (\$2.00) dollars extra per hour in the second portion of the split shift in the same department. The two (\$2.00) dollar per hour premium shall not apply to overtime hours worked.

16.05

- a) Part-time Employees in the Bars, Retail, and Food reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of three (3) hours pay. Part-time Employees in other areas shall be paid their regular rate of pay for the entire period of work with a minimum of four (4) hours. In the event part-time Employees are unable to fit the minimum three (3) hours into their schedule they will be paid their regular rate of pay for the actual number of hours worked.
- b) Staff required to attend staff meetings will be paid a minimum of three (3) hours at his/her regular wage.

16.06

- a) All fulltime and fulltime term Employees shall be permitted a paid fifteen (15) minute rest period in the first half of their shift and also in the second half of their shift.
- b) Part-time, temporary and relief Employees shall be permitted one paid fifteen (15) minute rest period for shifts four hours or greater, and five hours or less, to be taken at a mutually convenient time. The Employee may, with the approval of the supervisor, opt not to take the break.
- c) Part-time, temporary and relief Employees shall be permitted one paid fifteen (15) minute rest period and one unpaid fifteen (15) minute rest period during shifts greater than five hours but less than eight hours, which may be combined if agreed by the supervisor, and taken at a mutually convenient time. The Employee may, with the approval of the supervisor, opt not to take the break(s).
- d) Part-time, temporary and relief Employees shall be permitted a total of two fifteen (15) minute paid breaks during shifts which are eight hours or more, which may be combined if agreed by the supervisor, and taken at a mutually convenient time. The Employee may, with the approval of the supervisor, opt not to take the break(s).

16.07

- a) If departments or areas are shut down for the Christmas Break, Employees will have the option to take time off for this period as follows:
  - i) Leave of absence without pay.
  - ii) Accumulated overtime.
  - iii) Vacation entitlement.
  - iv) Winter floater day
- b) The Employer must post notice of work requirements for individual areas by November 1st of each year and Employees must notify the Employer of their intentions by November 15th of each year.
- c) This clause applies to full-time and term Employees only.

16.08 Supplementary Hours of Work and Conditions for Fulltime Employees Within The Myer Horowitz Theatre

16.08

- a) Work schedules shall be drawn up and posted two (2) weeks in advance. Changes to work schedules may be made up to seventy-two (72) hours prior to the change taking place. All changes made to work schedules subsequent to these limits shall be paid at one and one half (1.5) times the regular rate of pay.
- b) Rest periods shall be for twelve (12) hours between shifts. This rest period is added to days off. Two (2) consecutive days off shall be equal to sixty (60) hours. A single day off shall be equal to thirty two (32) hours. All hours worked during the rest period shall be paid at one and one-half (1.5) times the regular rate of pay. The overtime rate shall not be paid for rest intrusion when it is part of the scheduled day(s) off. Clause 16.08(d) will apply in lieu. This shall not be in addition to any other overtime payments.

- c) For non-production days, the Fulltime Theatre Technical staff may choose to return to work within the rest period. Then Clause 16.08 b) shall not apply. Such work within the rest period shall be with the prior approval of the Operations Manager – Venues or their designate.
- d) Days off will be calculated on the basis of four (4) days off per consecutive two (2) week period. Days off may be split or joined over consecutive periods. Employees shall work no more than ten (10) consecutive days without a scheduled day off. This clause may be amended by mutual agreement between the Employer and the Union.
- e) The shift differential as set forth in Clause 18.01 shall apply.
- f) Normal meal periods shall be one half (.5) hour, unpaid. Unpaid meal periods of one (1) hour maximum may be scheduled as per Clause 16.08(a) to meet lessee requirements.
- g) For working under the terms of this clause, the House Sound Technician and House Lighting Technician shall receive an additional five (5) days vacation time.
- h) All vacation days and overtime accumulated under the terms of this clause will be taken at a mutually agreed time.
- i) This clause does not apply to part-time, temporary or relief employees, however, they shall be employed for all productions which warrant it.

#### **ARTICLE 17 - OVERTIME**

- 17.01 All time worked beyond the normal work day, normal work week or on a paid holiday shall be considered as overtime. The normal work week will not apply to areas where the normal hours of work include Saturday and/or Sunday. Any overtime worked must be approved in advance by the area supervisor, with the exception of emergency situations.
- 17.02 Overtime rates shall apply for work as follows:
- a) For all scheduled overtime hours beyond seven and one half (7.5) hours, up to and including ten (10) hours per day, one and half (1.5) times regular salary.
  - b) For all scheduled overtime worked over thirty seven and one half (37.5) hours up to and including fifty (50) hours per week, one and one-half (1.5) times the regular rate of pay. (This does not apply to full-time Theatre Employees who are covered under Clause 16.08 (b) ). Daily overtime rates continue to apply.
  - c) If a full-time Employee is not advised prior to the fifth hour of the shift on the day the overtime is to be worked, then all unscheduled overtime worked shall be paid at two (2) times the regular rate of pay.
  - d) All unscheduled, or scheduled hours worked beyond ten (10) hours per day or fifty (50) hours per week, shall be paid at two (2) times the regular rate of pay.
  - e) All overtime hours worked may be taken as time off in lieu at the applicable overtime rate at a time mutually agreeable between the Employee and the Employer. Failure to

agree on when such time may be taken shall mean the overtime will be paid at the rate it was earned.

- f) On a regularly scheduled day off, double (2) time or double (2) time off with pay at a time mutually agreeable between the Employer and the Employee. The minimum shift shall be three (3) hours in the Bars, Retail, and Food. Employees in other areas shall be paid a minimum shift of four (4) hours.
  - g) On a paid holiday when the full-time Employee was scheduled to work, time and one half (1.5) plus another day off with pay at a time mutually agreeable between the Employer and the Employee.
  - h) On a paid holiday when the full-time Employee was not scheduled to work, double (2) time plus another day off with pay at a time mutually agreeable between the Employer and the Employee.
  - i) Part-time, temporary and relief Employees who are not advised in the first hour of their shift that they will be required to work beyond their regularly scheduled hours, shall receive the overtime rate for any hours worked or portion thereof beyond their regularly scheduled hours. Overtime worked up to and including the tenth (10) hour shall be at one and one half (1.5) times, all overtime worked over the tenth (10) hour shall be at two (2) times.
- 17.03
- a) For the purpose of computing the hourly overtime rates for monthly rated employees, the annual salary rate shall be divided by 1950 and multiplied by the overtime rates. Payment for overtime shall be accompanied by an itemized statement.
  - b) An Employee shall not be required by the Employer to layoff during regular hours to equalize overtime worked. An Employee and the Employer may mutually agree to the Employee receiving time off at the appropriate rate of overtime pay at the time mutually agreeable.
- 17.04 Overtime and call back time shall be divided equally among the Employees who are willing and qualified to perform the work that is available.
- 17.05 Overtime work shall be on a voluntary basis. The Employer shall endeavor to keep overtime to a minimum and shall, accordingly, supply the Union with a list of all Employees who have worked more than twelve (12) hours a week at overtime rates.
- 17.06 There shall be no extensive overtime worked in any operation while there are Employees on layoff able to perform the available work.
- 17.07 An Employee who is called back after completing their regular shift shall be paid for a minimum of three (3) hours at overtime rates. This clause does not apply to temporary and relief employees.
- 17.08 Term, part-time, temporary and relief Employees regularly scheduled to work and who work on a statutory holiday will be paid at time and half plus the allowance specified in 19.01 (c).

## **ARTICLE 18 - SHIFT WORK**



18.01

- a) In recognition of the inconvenient features of shift work, Employees shall receive five dollars and fifty cents (\$5.50) per afternoon, or seven (\$7.00) dollars per night shift as additional compensation for all afternoon or night shifts worked.

Effective May 1 2010, the rate for afternoon shifts will be raised to eighty cents (\$.80) per hour and the rate for night shifts will be raised to one dollar (\$1.00) per hour.

- b) Employees must be scheduled to work a full seven and one half (7.5) hour shift to be eligible for shift differential.

18.02

Inconvenient shifts shall be defined as those shifts which commence at 2:30 p.m. or later and conclude by 7:30 am or earlier. Afternoon shifts shall be defined as those which begin after 2:30pm and night shifts shall be defined as those which begin after 11:30pm.

18.03

Seniority shall determine shift preference subject only to ability to perform the job required.

18.04

Twenty-four (24) hours notice shall be given before the change of shift. Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at the rate of one and half (1.5) times the regular rate of pay for any hours worked during any normal rest period. This twelve (12) hours rest period shall apply to days off. This clause does not apply to Theatre Employees who are covered under Article 16.08.

## **ARTICLE 19 - HOLIDAYS**

19.01

- a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 day)	

and any other day proclaimed as a paid holiday by the Federal, Provincial or the Municipal governments.

- b) The Employer will schedule the Christmas Break in order to allow Employees six (6) consecutive days off . The Christmas Break shall include Christmas Eve, Christmas Day, Boxing Day, one (1) additional day as provided for in 16.07 (a), and a week end.
- c) Part-time Employees will receive an allowance each pay period of five (5%) percent of their basic pay (in lieu of paid holiday addressed in 19.01) as pay for the above noted holidays.
- d) This clause does not apply to temporary and relief employees.

19.02

When any of the above noted holidays fall on a full-time or full-time term Employees scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer.

19.03 The Employer shall provide the following Floater Days to Fulltime Employees:

One (1) Winter Floater (To be taken during the period September 1 – April 30)

One (1) Summer Floater (To be taken during the period May 1 – August 31)

The use of Floater Days shall be governed by the following conditions:

Floater Days shall be taken at operationally convenient times, as agreed between the Employee and his/her direct supervisor.

Floater Days may not be utilized to extend a period of vacation.

Floater Days shall not carry forward from year to year, and, if not taken during the period and year of entitlement, shall be lost.

## **ARTICLE 20 - VACATIONS**

20.01

- a) The vacation year shall be 1 June to 31 May.
- b) Vacation entitlement shall be taken on the basis of entitlement in the previous vacation year and must be taken in its entirety by December 31<sup>st</sup> of the year following the vacation year in which the entitlement was earned; that is to say vacation earned from June of year one (1) to May of year two (2) shall be taken by December 31<sup>st</sup> of year three (3). Requests for carry forward must be made by June 30<sup>th</sup> of year three (3) and approved in writing by the Employee's supervisor and the General Manager. Such approval will not be unreasonably withheld.
- c) Each Employee shall receive an annual paid vacation in accordance with vacation entitlement as follows:

Less than one (1) year: 1-1/4 working days per month

One (1) year - two (2) years: 15 working days

Two (2) years - seven (7) years: 20 working days

Seven (7) years - ten (10) years: 25 working days

Tenth (10) year only: 40 working days

Eleventh (11) and subsequent years: 25 working days

Twentieth (20) year only: 40 working days

20.02 If a paid holiday falls or is observed during an Employee's vacation period, she/he shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

20.03 Vacation pay shall be at the Employee's regular rate of pay effective immediately prior to the vacation period.

20.04 An Employee terminating his/her employment at any time in his/her vacation year before she/he has his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20.05

- a) Vacation time must be approved in writing, in advance, by the employer.

- b) When a conflict exists, management shall be required to grant vacation on the basis of seniority, subject to the following:
- requests for summer vacation must be submitted to the Employer on or by March 31 of the year in question
  - requests for winter vacation must be submitted to the Employer on or by September 30 of the year in question.
- 20.06 An Employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the Employee and the Employer. Exceptions will be made to comply with Article 16.02.
- 20.07 Where an Employee qualifies for bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement.
- 20.08 When an Employee can prove with proper documentation that she/he has been seriously ill during his/her scheduled vacation period, then the Employer agrees to reinstate one half (1/2) of the vacation period lost due to such sick leave. If reinstatement is requested by the employee, said reinstatement credit of vacation period shall be used at a mutually agreeable time.
- 20.09 The provisions of Article 20 shall apply to term Employees on a pro rated basis.
- 20.10
- a) Clause 20.01 through 20.09 are not applicable to temporary or relief employees.
  - b) Clause 20.02 through 20.09 are applicable to part-time employees.
  - c) Part-time, temporary and relief Employees shall receive their vacation entitlement and vacation pay pursuant to the Employment Standards Code.
- 20.11 An Employee on approved leave, including short-term disability, long-term disability and Worker's Compensation will cease to accrue holiday entitlement after thirty (30) calendar days and until such time as they are able to return to work.

## **ARTICLE 21 - RETIREMENT BENEFITS**

- 21.01
- a) A full-time Employee with fifteen (15) years or equivalent hours of service shall receive a retirement benefit of Five Thousand (\$5000.00) dollars, providing that the Employee is fifty-five (55) years of age or older.
  - b) A full-time term Employee with fifteen (15) years or equivalent hours of service shall receive a retirement benefit of Five Thousand (\$5000.00) dollars, providing that the Employee is fifty-five (55) years of age or older.
  - c) In the event of death before retirement, the Retirement Benefit as addressed in Clauses 21.01(a) and 21.01(b) shall be paid to the beneficiary(ies) named under the Group Medical Insurance Plan.

- d) Retirement benefits will be paid by cheque with tax deducted as required by Canada Revenue Agency, and a T4A issued.
- e) Retirement shall be defined as an Employee fifty-five (55) years of age or older who terminates their employment and indicates their intention to retire from the Students' Union.

## **ARTICLE 22 - SICK LEAVE**

22.01 Sick leave is defined as the period of time an Employee is absent from work with full pay, as addressed in this Article, by reason of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act or during the waiting period prior to receiving coverage under the Comprehensive Insurance Medical Plan.

22.02 The Employer and the Union recognize that the abuse of the sick leave provisions is counter-productive, lowers morale, increases tension in the work place, leads to increased work load on managers and co-workers, and may lead to increased incidents of accidents in the work place. Abuse of sick leave is also theft. The ultimate cost of abuse of sick leave is carried by us all.

The abuse of sick leave occurs when the Employee stays away from work under the guise of being sick or injured when in fact he could have worked even though he:

- a) did not feel like it that day;
- b) was a little under the weather but not really debilitated that much that he could not have worked;
- c) was not feeling well enough to work because of personal activity the previous day or night that caused him to become ill;
- d) had personal errands or activities that could not be accommodated unless a half (.5) or full day was taken;

When the suspicion that abuse of sick leave provisions exists, the Employer:

- i) shall investigate any alleged abuse of the sick leave provisions. The Employer agrees to advise the Employee and the Union of such investigation and
- ii) the Employer may do the following, in no particular order, and not limited to:
  - interviewing the Employee about the perceived problem;
  - contacting individuals who may be able to confirm the suspicions;
  - writing a letter of warning to the Employee;
  - sending a medical practitioner to the Employees residence on the day or days of the alleged sickness or injury after informing the Employee that such a visit shall occur;
  - requiring the Employee to report to their personal physician on the day of the alleged sickness or injury;
  - the Employee will advise their personal physician that they may be required to consult with the Employer's Company Doctor. Also the Employee may be required to report to the Employer's Company Doctor.

Action such as the above is not conducive to the trust required to achieve a good and sincere employee/employer relationship. It is truly believed that Employee behaviour will not be such that suspicions of abuse of sick leave occur.

It is hoped that Employees and the Employer will endeavour to enshrine the trust required in a good Employer/Employee relationship and will not attempt to violate this trust unnecessarily, unknowingly or maliciously. It is understood that investigations may occur but will only be done as required.

The Employer and the Union acknowledge that unforeseen circumstances arise and that the Employee may feel that they require time off. If the need arises for time off that is not sick leave then the use of "Special Leave", "Leave of Absence" or "Vacation Time" is appropriate. The Employer will approve such requests if:

- it is arranged in advance, if possible;
- taken at a mutually agreed time between managers, Employees and co-workers;
- deemed appropriate upon the nature of the request.

The Employer is not obliged to approve such requests but shall make every effort to accommodate reasonable requests.

In investigating suspected cases of abuse of sick leave, the Employer will follow the provisions stated above, in Clause 22.02 and Article 11.

iii) may require the Employee to take professional counselling

22.03 In recognition of the fact that absence on account of illness is disruptive to the normal operation of any area, an Employee will endeavor to notify the area manager as far as possible in advance of the start of the shift of such absence. The Employee will keep the Employer advised as to when they may be expected back to work. An Employee who is on sick leave for thirty (30) calendar days or more shall advise the Employer seven (7) calendar days prior to returning to work if required by the Employer.

22.04

- a) Full-time and term Employees shall earn sick leave credits at the rate of one and half (1.5) days per month of employment.
- b) Part-time, temporary and relief Employees shall earn sick leave credits at the rate of one and half (1.5) hours for every twenty (20) hours worked or portion thereof.
- c) The unused portion of an Employee's sick leave credit shall accrue to a maximum of ninety (90) days.

22.05 Sick leave shall not accrue during:

- a) any period of sick leave in excess of thirty (30) calendar days or
- b) a layoff or
- c) a leave of absence which exceeds thirty (30) calendar days or

- d) an absence while in receipt of disability insurance as provided under the Comprehensive Insurance Medical Plan or Workers' Compensation Benefits.
- 22.06 An Employee's sick leave shall be paid at their basic rate of pay for each regular day of work absence. Sick leave shall be used to bridge waiting periods and to "top-up" weekly indemnity, long-term disability and Workers' Compensation Benefits, to the maximum length of the Employee's sick leave credits provided the Employee/Employer relationship as addressed in Clause 22.10 is not broken.
- 22.07 Absence on account of illness for two (2) hours or less may be deducted from the Employee's sick leave credits.
- 22.08 An Employee may, when notifying the Employer that he or she is sick or providing an update, be required by the Employer to provide a medical certificate to validate any claim for sick leave. The Employer shall reimburse the Employee all associated costs for such certificates when requested by the Employer.
- 22.09 An Employee who is on sick leave or receiving disability payments or Workers' Compensation Benefits who may be capable of performing the duties of their position shall have their position held either by:
- a) returning prior to six (6) months having elapsed from the time that the Employee started to receive sick, disability or Workers' Compensation payments and
  - b) if the Employee has more than six (6) years of service they shall have their position held for an additional one (1) month for each subsequent year of service to a maximum of twelve (12) month total from the time that the Employee started to receive the sick, disability or Workers' Compensation payments.
- 22.10
- a) If an Employee is medically unable to return prior to twelve (12) months elapsing from the time that the Employee started to receive sick, disability or Workers' Compensation payments, that Employee may be returned to their position or a comparable position if available, provided it is determined they are capable and qualified to perform the required duties. The Employee or their designee will advise the Employer of their status and medical prognosis on a monthly basis or as mutually agreed by the Employee and Employer and as required by the Workers' Compensation Board or insurance carrier's policy.
  - b) This provision shall be for an additional period of twelve (12) months from the period stated in Clause 22.09 a) and b) after which time the Employee/Employer relationship may be broken.
  - c) The Employer may terminate the Employee at any time during this addressed twenty-four (24) month period addressed in 22.10 (a) & (b) if the Employee or their designee fails to keep the Employer advised of their status and medical prognosis on a monthly basis.
- 22.11
- a) If an Employee has been incapacitated at his/her work by injury or compensable occupational disease, or through advancing years or temporary disablement is unable to

perform his/her regular duties, every effort will be made by the Employer to employ him/her in other work which she/he can do, without regard to other seniority provisions of this Agreement, except that such Employee may not displace any other Employee. The Union agrees to waive the posting provisions of the Collective Agreement in these cases.

- b) If no such position is available or can be made available then termination pay will be paid out as addressed in Article 25. Termination pay will be paid for the period of service prior to the last claim for disability payments. This does not apply to Employees presently receiving disability payments.
- c) Clause 22.10 c) shall also apply to Employees addressed in this Article.

22.12

- a) An Employee who is receiving sick leave, disability or Workers' Compensation Benefits recognizes that they are being paid for time off work to recover and return to the work place.
- b) The Employee will work towards recovery and return to work.
- c) The Employee will not knowingly perform any activities, either paid or unpaid, which could hinder their recovery.
- d) A failure to observe this clause will be dealt with in accordance with Article 11.

### **ARTICLE 23 - UNION AND OTHER TYPES OF LEAVE**

23.01 Employees shall be allowed time off with pay to attend Union meetings on the Employer's premises for a maximum of one (1) meeting a month for one and a half (1.5) hours unless otherwise agreed. The Union shall provide the Employer with one (1) week's notice of any time required under this Article, with the exception of special meetings called to deal with negotiations for which the Union will provide as much notice as possible.

23.02 Leave of absence without pay and without loss of seniority shall be granted, upon written request to the Area Manager or Designate, to Employees elected or appointed to represent the Union at Union Conventions. Leave of absence without pay shall be granted to Employees to attend Executive and Committee meetings of the Union, its affiliated or chartered bodies. Requests shall be made two (2) weeks in advance. This leave will not exceed two (2) weeks unless otherwise agreed by the Employer.

23.03

- a) An Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, may be granted leave of absence without loss of seniority and without pay for a period up to one (1) year. Such request shall not be unreasonably denied. Such leave may be renewed each year thereafter on request during his/her term of office, as mutually agreed between the Employer, the Employee and the Union.
- b) Such leaves of absence as addressed in Clause 23.01, 23.02, 23.03 may be limited to a maximum of one (1) Employee from any one (1) department unless otherwise agreed by the Employer.

23.04

- a) The Employer recognizes the rights of Employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without loss of seniority and without pay to a maximum of one (1) month so that Employees may participate as candidates in Federal, Provincial, Municipal, and School Board elections. Leave in excess of one (1) month to participate as a candidate in the above mentioned elections shall be dealt with on an individual basis by the Employer.
- b) Successful candidates shall be given leave of absence without loss of seniority and without pay for one (1) year.
- c) Leave in excess of one (1) year shall be dealt with on an individual basis by the Employer.

23.05

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without deduction from normal daily pay.

23.06

When an Employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination, or treatment in connection with a disability sustained as a result of military service, the Employer shall continue to pay the Employee's normal salary or wage for such period of absence, less any allowance or gratuity received by the Employee from the Department of Veterans' Affairs, other than for transportation and meals.

23.07

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any Court. The Employer shall pay the Employee the difference between his/her normal earning and the payment she/he receives for jury service or Court witness, excluding payment for traveling, meals and other expenses. The Employee will present proof of service and the amount of pay received.

23.08

- a) An Employee shall be granted a maximum of four (4) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, co-habitant, fiancé, fiancée, or any second degree relative who has been residing in the same household. Where the burial or illness takes place outside the province, such leave shall include, as well, reasonable traveling time, the combination of both not to exceed six (6) days.
- b) This clause does not apply to temporary and relief Employees.

23.09

- a) Employees shall be allowed paid leave of absence up to twenty-one (21) working hours per annum in order to engage in personal preventative medical, dental care, or related professional services, or where it is necessary that the Employee as spouse, parent or guardian accompany an immediate family member to engage such services. Written verification from the professional involved may be requested. This leave applies where an Employee cannot schedule appointments outside their regular work hours.
- b) This clause does not apply to temporary or relief Employees.



23.10 Maternity and Parental Leave

Leave of absence without loss of seniority shall be given to Employees in accordance with the provisions listed below:

23.10.01 A pregnant Employee who has been employed by the Employer for at least 52 consecutive weeks is entitled to 15 weeks of maternity leave without pay.

- a) A pregnant Employee must give her Employer at least 6 weeks written notice of the date she will start her maternity leave.
- b) An Employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within 2 weeks after she ceases to work, she provides her Employer with a medical certificate:
  - i. indicating that she is not able to work because of a medical condition arising from her pregnancy, and
  - ii. giving the estimated or actual date of delivery.

23.10.02 An Employee who has been employed by the Employer for at least 52 consecutive weeks is entitled to parental leave without pay as follows:

- a) 37 consecutive weeks, within 52 weeks after the child's birth or adoption;
- b) An Employee must give the Employer at least 6 weeks written notice of the date the Employee will start parental leave unless
  - i. the medical condition of the birth mother or child makes it impossible to comply with this requirement;
  - ii. the date of the child's placement with the adoptive parent was not foreseeable.
- c) If the Employee cannot comply with the written notice requirement for any of the reasons stated in subsection 23.10.02 (b), i or ii the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.

23.10.03 The Employer will not terminate the employment of or lay off an Employee who has started maternity or parental leave.

23.10.04 An Employee must give the Employer written notice of intent to return at least 4 weeks before the end of the leave period to which the Employee is entitled or 4 weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.

- a) Where an Employee is entitled to resume work under this section, the Employer must:

- i. reinstate the Employee in the position occupied when maternity or parental leave started, or
  - ii. provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.
- 23.10.05 An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at least 4 weeks written notice of intention to terminate employment. Omission of notice of intent to return to work will be considered a resignation of employment.
- 23.10.06 The Employer agrees to pay the Employee's salary and benefits for the waiting period for Maternity Leave prior to employment insurance taking effect provided that the Employee has completed their probationary period.
- 23.10.07 An Employee shall be given up to two (2) day's leave with pay for attendance at the birth or adoption proceedings of their own children.
- 23.10.08 This clause shall apply to either parent, but only one Employee of the Employer.
- 23.11 Special Leave is designated to assist an Employee in coping with domestic contingencies or unforeseen emergencies including but not limited to the day of court appearance for separation proceedings, personal divorce or serious illness of an Employee's immediate family. Special Leave upon request may be granted up to a maximum of five (5) days per year. However, Special Leave may be extended beyond the five (5) days maximum at the Employer's discretion. Requests for special leave shall not be unreasonably withheld. When denied, the reason shall be given in writing. Special Leave is not cumulative. Special Leave may or may not be with pay at the Employer's discretion.
- 23.12 Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

<u>REASON</u>	<u># OF DAYS LEAVE</u>
Moving one's household	One (1) day/year
Natural disaster (ie. fire or flood)	Up to three (3) days per year
Attendance of funeral of close friend and/or relative (not included in Article 23.08)	One (1) day/year
To act as Pallbearer	One (1) day/year
To prepare for one's marriage OR to get married	One (1) day/year

“Year” is defined as the Collective Agreement year May 1 – April 30

- 23.13 Leave of absence with pay and without loss of seniority may be granted to allow Employees time to write examinations to improve qualifications if related to the position occupied or improve qualifications for promotion. The Employer must approve of such examinations or courses in advance.  
  
This clause does not apply to temporary and relief employees.
- 23.14 The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any Employee requesting such leave for good and sufficient

cause, such request to be in writing and approved by the Employer. A further extension of six (6) months may be granted by the Employer.

**ARTICLE 24 – PAYMENTS OF WAGES, ALLOWANCES, AND BONUSES**

24.01

**Pay Grid May 1 2009 to April 30 2010**

<b>FULL-TIME SALARY</b>						
<b>May 1 2009 – April 30 2010 – 2.5% increase</b>						
<b>SCHEDULE OF WAGES</b>						
<b>Title</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	
Food Service Worker I	1764	1835	1908	1984	2064	
	10.86	11.29	11.74	12.21	12.70	
Food Service Worker II	1656	1723	1792	1863	1938	
	10.19	10.60	11.02	11.47	11.92	
Post Office Assistant	2024	2105	2190	2277	2368	
	12.46	12.96	13.47	14.01	14.59	
Production Assistant-I	2330	2423	2520	2621	2726	
SUBprint	14.34	14.91	15.51	16.13	16.77	
Production Assistant-II	2118	2202	2290	2382	2477	
SUBprint	13.03	13.56	14.10	14.66	15.25	
Deli Assistant (L'Express)	1922	1999	2079	2162	2248	
	11.83	12.30	12.79	13.30	13.84	
Cook (L'Express)	2083	2166	2253	2343	2436	
	12.82	13.33	13.86	14.42	14.99	
Housekeeper	2084	2167	2254	2344	2438	
	12.82	13.34	13.87	14.42	15.00	
Operating Assistant	2101	2185	2273	2364	2458	
L'Express	12.93	13.45	13.99	14.55	15.13	
Operating Assistant	2330	2423	2520	2621	2726	
Postal Outlet	14.34	14.91	15.51	16.13	16.77	
Operating Assistant	2330	2423	2520	2621	2726	
Retail	14.34	14.91	15.51	16.13	16.77	
Operating Assistant	2134	2219	2308	2401	2497	
Food & Beverage	13.13	13.66	14.20	14.77	15.36	
Receptionist	2303	2395	2491	2591	2694	
	14.17	14.74	15.33	15.94	16.58	

*Pay Grid May 1 2009 – April 30 2010*

Administrative Assistant	2430	2527	2629	2734	2843
Executive	14.96	15.55	16.18	16.82	17.50
Administrative Assistant	2430	2527	2629	2734	2843
Management	14.96	15.55	16.18	16.82	17.50
Administrative Assistant	2430	2527	2629	2734	2843
Students' Council	14.96	15.55	16.18	16.82	17.50
Accounting Clerk	2448	2546	2647	2753	2863
	15.06	15.67	16.29	16.94	17.62
Custodial Worker	2490	2590	2693	2801	2913
	15.32	15.93	16.57	17.23	17.92
Utility Worker	2490	2590	2693	2801	2913
	15.32	15.93	16.57	17.23	17.92
Junior Accountant	2756	2866	2981	3100	3224
	16.96	17.64	18.35	19.08	19.84
Lighting Technician	2658	2764	2875	2990	3109
MHT	16.36	17.01	17.69	18.40	19.13
Sound Technician	2658	2764	2875	2990	3109
MHT	16.36	17.01	17.69	18.40	19.13
Administrative Assistant	2718	2827	2940	3058	3180
MHT	16.73	17.40	18.09	18.82	19.57
Custodial Chargehand	2747	2857	2971	3090	3214
	16.90	17.58	18.28	19.02	19.78
Maintenance Worker I	2922	3038	3160	3286	3418
(+\$.50/hr & 2.5%)	17.98	18.70	19.45	20.22	21.03
Maintenance Chargehand	3147	3273	3404	3540	3682
(+\$1.00/hr & 2.5%)	19.37	20.14	20.95	21.79	22.66
Technical Director	3100	3224	3353	3487	3626
MHT	19.07	19.84	20.63	21.46	22.31

(4% increase between levels, except Deli Assistant, as per 1991 Collective Bargaining)  
 Progression from Level I (start rate) to Level II shall be after six (6) months of service with the Employer.  
 Progression from Level II to Level III shall take place one year later and each year

*Pay Grid May 1 2009 – April 30 2010*

thereafter.

<b>PART-TIME HOURLY</b>						
<b>Hours Needed</b>		<b>975</b>	<b>1,950</b>	<b>2,925</b>	<b>3,900</b>	
<b>Title</b>	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Level 4</u></b>	<b><u>Level 5</u></b>	
Busperson	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Dishwasher	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Server	\$9.02	\$9.02	\$9.02	\$9.02	\$9.02	
Cashier	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Games Attendant	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Food Court Attendant	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Food Service Worker I	\$10.84	\$11.28	\$11.73	\$12.20	\$12.69	
Food Service Worker II	\$9.69	\$10.07	\$10.48	\$10.90	\$11.33	
Doorperson	\$9.40	\$9.78	\$10.17	\$10.57	\$11.00	
Retail Attendant	\$9.15	\$9.52	\$9.90	\$10.30	\$10.71	
Postal Attendant	\$9.58	\$9.97	\$10.37	\$10.78	\$11.21	
Bartender	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Delivery Receiver	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Door Shift Leader- Powerplant	\$9.06	\$9.42	\$9.80	\$10.19	\$10.60	
Special Orders Coordinator-RATT	\$9.61	\$10.00	\$10.40	\$10.82	\$11.25	
Creation Production Assistant - SUBprint	\$10.34	\$10.76	\$11.19	\$11.63	\$12.10	
Kitchen Supervisor	\$10.73	\$11.16	\$11.61	\$12.07	\$12.55	
Cook	\$12.82	\$13.34	\$13.87	\$14.42	\$15.00	
Accounts Clerk	\$11.38	\$11.83	\$12.31	\$12.80	\$13.31	

*Pay Grid May 1 2009 – April 30 2010*

Caretaker	\$11.64	\$12.11	\$12.59	\$13.10	\$13.62	
Operating Assistant-L'Express	\$12.12	\$12.60	\$13.10	\$13.63	\$14.17	
Operating Assistant-Retail	\$12.12	\$12.60	\$13.10	\$13.63	\$14.17	
Operating Assistant-Food & Beverage	\$12.30	\$12.79	\$13.30	\$13.84	\$14.39	
Operating Assistant-SUBprint	\$12.30	\$12.79	\$13.30	\$13.84	\$14.39	
Box Office Attendant/Cashier-MHT	\$9.02	\$9.38	\$9.76	\$10.15	\$10.55	
Ticket Taker/Usher-MHT	\$9.90	\$10.30	\$10.71	\$11.14	\$11.58	
Stage Assistant-MHT	\$9.61	\$10.00	\$10.40	\$10.82	\$11.25	
Technical Assistant-MHT	\$9.61	\$10.00	\$10.40	\$10.82	\$11.25	
Theatre Technician I-MHT	\$12.36	\$12.86	\$13.37	\$13.91	\$14.46	
Theatre Technician II-MHT	\$15.10	\$15.70	\$16.33	\$16.98	\$17.66	
House Manager - MHT	\$12.99	\$13.51	\$14.05	\$14.61	\$15.19	
Lighting Technician-MHT	\$17.67	\$18.38	\$19.11	\$19.88	\$20.67	
Sound Technician-MHT	\$17.67	\$18.38	\$19.11	\$19.88	\$20.67	
Stage Manager	\$17.67	\$18.38	\$19.11	\$19.88	\$20.67	

4% increase between levels except Server as per 1991 Collective Bargaining, and Buspenderson and Dishwasher Level 1 to 3, due to October 1/99 minimum wage increase.

Progression from Level 1 to Level II shall be after 975 hours of service with the Employer and in 975 hour increments thereafter, subject to the condition that only one progression per 12 month period shall be permitted, regardless of total hours worked in that 12 month period.

**Pay Grid May 1 2010 to April 30 2011**

	<b>FULL-TIME SALARY</b>				
	<b>May 1 2010 – April 30 2011 – 3.5% increase</b>				
	<b>SCHEDULE OF WAGES</b>				
<b>Title</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Food Service Worker I	1826	1899	1975	2054	2136
	11.24	11.68	12.15	12.64	13.14
Food Service Worker II	1714	1783	1854	1928	2005
	10.55	10.97	11.41	11.86	12.34
Post Office Assistant	2095	2179	2266	2356	2451
	12.46	12.96	13.48	14.02	14.58
Production Assistant-I	2412	2508	2608	2713	2821
SUBprint	14.84	15.43	16.05	16.69	17.36
Production Assistant-II	2192	2280	2371	2466	2564
SUBprint	13.49	14.03	14.59	15.17	15.78
Deli Assistant (L'Express)	1989	2059	2131	2206	2283
	12.24	12.73	13.24	13.77	14.32
Cook (L'Express)	2156	2242	2332	2425	2522
	13.27	13.80	14.35	14.92	15.52
Housekeeper	2157	2243	2333	2426	2523
	13.27	13.80	14.36	14.93	15.53
Operating Assistant	2175	2262	2352	2446	2544
L'Express	13.38	13.92	14.47	15.05	15.65
Operating Assistant	2412	2508	2608	2713	2821
Postal Outlet	14.84	15.43	16.05	16.69	17.36
Operating Assistant	2412	2508	2608	2713	2821
Retail	14.84	15.43	16.05	16.69	17.36
Operating Assistant	2209	2297	2389	2484	2584
Food & Beverage	13.59	14.14	14.70	15.29	15.90
Receptionist	2384	2479	2578	2681	2788
	14.67	15.26	15.87	16.50	17.16
Administrative Assistant	2515	2616	2720	2829	2942
Executive	15.48	16.10	16.74	17.41	18.11
Administrative Assistant	2515	2616	2720	2829	2942
Management	15.48	16.10	16.74	17.41	18.11



*Pay Grid May 1 2010 – April 30 2011*

Administrative Assistant	2515	2616	2720	2829	2942
Students' Council	15.48	16.10	16.74	17.41	18.11
Accounting Clerk	2534	2635	2740	2850	2964
	15.59	16.22	16.86	17.54	18.24
Custodial Worker	2577	2680	2787	2899	3015
	15.86	16.49	17.15	17.84	18.55
Utility Worker	2577	2680	2787	2899	3015
	15.86	16.49	17.15	17.84	18.55
Junior Accountant	2852	2967	3085	3209	3337
	17.55	18.26	18.99	19.75	20.54
Lighting Technician	2751	2861	2976	3095	3218
MHT	16.93	17.61	18.31	19.04	19.81
Sound Technician	2751	2861	2976	3095	3218
MHT	16.93	17.61	18.31	19.04	19.81
Administrative Assistant	2813	2926	3043	3164	3291
MHT	17.31	18.00	18.72	19.47	20.25
Custodial Chargehand	2843	2957	3075	3198	3326
	17.50	18.20	18.92	19.68	20.47
Maintenance Worker I	3024	3145	3271	3402	3538
	18.61	19.36	20.13	20.93	21.77
Maintenance Chargehand	3257	3387	3523	3664	3810
	20.04	20.85	21.68	22.57	23.45
Technical Director	3209	3337	3470	3609	3753
MHT	19.74	20.53	21.36	22.21	23.10

(4% increase between levels, except Deli Assistant, as per 1991 Collective Bargaining)  
 Progression from Level I (start rate) to Level II shall be after six (6) months of service with the Employer.  
 Progression from Level II to Level III shall take place one year later and each year thereafter.

<b>PART-TIME HOURLY</b>					

*Pay Grid May 1 2010 – April 30 2011*

<b>Hours Needed</b>		<b>975</b>	<b>1,950</b>	<b>2,925</b>	<b>3,900</b>
<b>Title</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Busperson	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Dishwasher	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Server	\$9.34	\$9.34	\$9.34	\$9.34	\$9.34
Cashier	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Games Attendant	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Food Court Attendant	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Food Service Worker I	\$11.22	\$11.67	\$12.14	\$12.63	\$13.13
Food Service Worker II	\$10.03	\$10.43	\$10.84	\$11.28	\$11.73
Doorperson	\$9.73	\$10.12	\$10.52	\$10.94	\$11.38
Retail Attendant	\$9.47	\$9.85	\$10.25	\$10.66	\$11.08
Postal Attendant	\$9.92	\$10.32	\$10.73	\$11.16	\$11.60
Bartender	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Delivery Receiver	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Door Shift Leader- Powerplant	\$9.38	\$9.75	\$10.14	\$10.55	\$10.97
Special Orders Coordinator- RATT	\$9.95	\$10.35	\$10.76	\$11.19	\$11.64
Creation Production Assistant-SUBprint	\$10.70	\$11.13	\$11.58	\$12.04	\$12.52
Kitchen Supervisor	\$11.11	\$11.55	\$12.01	\$12.49	\$12.99
Cook	\$13.27	\$13.80	\$14.35	\$14.93	\$15.53
Accounts Clerk	\$11.78	\$12.25	\$12.74	\$13.25	\$13.78
Caretaker	\$12.05	\$12.53	\$13.03	\$13.56	\$14.10
Operating Assistant- L'Express	\$12.54	\$13.04	\$13.56	\$14.11	\$14.67

*Pay Grid May 1 2010 – April 30 2011*

Operating Assistant-Retail	\$12.54	\$13.04	\$13.56	\$14.11	\$14.67
Operating Assistant-Food & Beverage	\$12.73	\$13.24	\$13.77	\$14.32	\$14.89
Operating Assistant-SUBprint	\$12.73	\$13.24	\$13.77	\$14.32	\$14.89
Box Office Attendant/Cashier-MHT	\$9.34	\$9.71	\$10.10	\$10.50	\$10.92
Ticket Taker/Usher-MHT	\$10.25	\$10.66	\$11.08	\$11.53	\$11.99
Stage Assistant-MHT	\$9.95	\$10.35	\$10.76	\$11.19	\$11.64
Technical Assistant-MHT	\$9.95	\$10.35	\$10.76	\$11.19	\$11.64
Theatre Technician I-MHT	\$12.79	\$13.31	\$13.84	\$14.39	\$14.97
Theatre Technician II-MHT	\$15.63	\$16.25	\$16.90	\$17.58	\$18.28
House Manager-MHT	\$13.44	\$13.98	\$14.54	\$15.12	\$15.72
Lighting Technician-MHT	\$18.29	\$19.02	\$19.78	\$20.57	\$21.40
Sound Technician-MHT	\$18.29	\$19.02	\$19.78	\$20.57	\$21.40
Stage Manager-MHT	\$18.29	\$19.02	\$19.78	\$20.57	\$21.40

4% increase between levels except Server as per 1991 Collective Bargaining, and Buspendon and Dishwasher Level 1 to 3, due to October 1/99 minimum wage increase.

Progression from Level 1 to Level II shall be after 975 hours of service with the Employer and in 975 hour increments thereafter, subject to the condition that only one progression per 12 month period shall be permitted, regardless of total hours worked in that 12 month period.

- 24.02 The Employer will maintain Employee wages not lower than the Alberta minimum wage level plus ten (\$.10) cents per hour.
- 24.03 The principle of equal pay for relatively equal work shall apply regardless of gender.
- 24.04
- a) When an Employee temporarily substitutes in, or performs the principle duties of a higher paying position, within the bargaining unit, the Employee shall receive the wage rate of the higher paying position, at the next step that gives an immediate pay increase for all hours worked in that position.
  - b) When an Employee other than an Operating Assistant substitutes in or performs a significant portion of the principle duties of a higher paying position outside of the bargaining unit for more than two (2) weeks he/she shall receive an additional twenty (20) % of his/her present rate for all hours worked in that position.
  - c) When an Employee is assigned to a position paying a lower rate, his/her rate of pay shall not be reduced.
- 24.05 All Employees are required to supply banking information for automatic deposit immediately upon commencement of employment.
- a) Full-time Employees shall be paid on the 2<sup>nd</sup> last banking day of the month.
  - b) Part-time Employees shall be paid on the 10<sup>th</sup> and the 25<sup>th</sup> of the month. Should either day fall on a non-working day, the payday shall be moved to the nearest banking day.
- 24.06
- a) As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the Employee may, with the approval of the Employer, elect to use his/her own car, or if she/he does not own a car, the Employer will, if necessary provide alternative transportation appropriate for the occasion.
  - b) Any Employee whose shift begins or ends between the hours of 12:01 a.m. and 6:01 a.m. shall be provided with transportation or taxi fare, if required provided the Employee gives the supervisor one (1) hour notice prior to the end of the shift. In the event that alternative transportation cannot be provided within fifteen (15) minutes of the end of the shift, the Employer will reimburse the most economical taxi cost, if required.
- 24.07
- a) When an Employee is advised that she/he is "on call", that is, immediately available by direct telephone contact, she/he shall be paid straight time wages in accordance with the following schedule:

Monday to Friday, inclusive:	four (4) hours per day
Saturday and Sunday:	six (6) hours per day
Holidays listed in Article 19:	eight (8) hours pay per day
  - b) All hours actually worked by an "on call" Employee shall be paid at overtime rates in accordance with Article 17, Overtime, of this Collective Agreement. On call duty shall be equally divided among the qualified Employees.

- c) An Employee shall only be judged to be "on call" for the purpose of this Article if she/he is authorized by the General Manager or his/her designee to be "on call".
- d) This clause shall not apply to part-time temporary or relief Employees.
- 24.08 Employees required to work unscheduled overtime shall be provided with a meal reimbursement allowance by the Employer if such time covers a normal mealtime or period to a maximum of:
- \$5.00 for Breakfast
  - \$6.00 for Lunch
  - \$10.00 for Dinner
- 24.09 The Employer may pay the full cost of any course of instruction for any Employee to better qualify the Employee to perform his/her job due to any technological changes in the workplace. The Employer may pay up to one hundred (100%) per cent of any course of instruction for any full-time Employee which directly relates to that Employee's job. This does not include cost of materials. Written requests must be directed to the Employer prior to enrollment in order to assess the relationship to job function and to obtain approval. Payment will be made upon successful completion of the course and submission of marks. In the event that the Employee leaves the Students' Union within twelve (12) months upon completion of the course(s), the Employer shall be entitled to deduct the sum expended by the Students' Union on that Employee's behalf from the Employee's final pay.
- 24.10 The Employer shall pay professional fees for any Employee who is required to be a member of a professional association, and license fees for any Employee who is required to be licensed.
- 24.11 In the event that the Employer identifies that the rate for a position has fallen below the market rate for that position, for reasons other than short-term cyclical reasons, and that this situation is creating difficulty in hiring and/or retaining staff for that position, the Employer may propose a Market Rate Adjustment for that position. The following conditions shall apply:
- a) The Employer shall provide the Union with the following information:
    - the position identified
    - the proposed rate of pay
    - the proposed start date of the new wage
    - the reasoning for the request
  - b) Within five (5) days of receipt of the information, the Union shall provide the Employer with a written response. The Employer acknowledges and agrees that the Union may wish to meet with the Employer prior to providing such response.
  - c) Agreement to Market Rate Adjustments shall not be unreasonably withheld.
  - d) If agreed, the Market Rate Adjustment shall be applied to all Employees in the position from the agreed implementation date.
  - e) Market Rate Adjustments, when agreed to, shall replace the affected position wage rates in Article 24, for the balance of the term of the Collective Agreement.

## **ARTICLE 25-TERMINATION PAY**

25.01

- a) If the Employer terminates an Employee without just cause the Employer will provide notice or payment in lieu of notice on the following basis:
  - i) two (2) weeks, if the Employee has been employed for more than six (6) months but less than two (2) years,
  - ii) three (3) weeks, if the Employee has been employed for two (2) years or more but less than four (4) years,
  - iii) five (5) weeks, if the Employee has been employed for four (4) years or more but less than six (6) years,
  - iv) six (6) weeks, if the Employee has been employed for six (6) years or more but less than eight (8) years,
  - v) seven (7) weeks, if the Employee has been employed for eight (8) years or more but less than ten (10) years,
  - vi) nine (9) weeks, if the Employee has been employed for ten (10) years or more.
- b) The Employee must give the Employer at least three (3) weeks notice in writing to the appropriate Area Manager of their intent to terminate employment.
- c) This clause does not apply to temporary or relief employees. Part-time Employees shall give notice subject to the Provisions of the Employment Standards Code.

## **ARTICLE 26 - JOB CLASSIFICATION, RECLASSIFICATION & DESCRIPTIONS**

26.01

- a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.
- b) Each newly hired Employee will be provided with a copy of his/her job description.

26.02

Existing classifications shall not be eliminated without prior agreement with the Union.

26.03

When the duties or volume of work in any classification are changed or increased, or where the Union and/or Employee feels she/he is unfairly or incorrectly classified, or when any position not covered by Clause 24.01 is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay or the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was assumed by the employee.

26.04

Copies of all job descriptions shall be available for inspection in the Personnel Manager's office and in the Lunch Room (Room 138). No copies of job descriptions shall be removed from

these locations other than by the Personnel Manager. An Employee may obtain a copy of the individual job description by requesting same from the Personnel Manager.

## **ARTICLE 27 - BENEFITS**

27.01

- a) The parties agree to participate and contribute to a Group Registered Retirement Savings Plan under the following provisions:
  - i) The Employer and the Employee will contribute, on a monthly basis, 4.975% of the Employee's total gross salary from start date.
  - ii) The group retirement savings plan has a vesting period of three years, however there will be no accrual of vesting during periods in which there are no contributions made in accordance with the provisions of the plan.
  - iii) The Employee will direct their own personal investment options in the plan.
  - iv) A copy of the plan's regulations and policy's will be provided to each Employee and the Union, and
  - v) The Employer and Union will make not changes to its provisions without mutual agreement.
- b) This clause does not apply to part time, temporary and relief employees.

27.02

- a) The Employer shall pay the premiums of the present comprehensive insurance medical plan for all Employees and their dependents who qualify as defined by the rules of the plan and who have worked a minimum of six (6) months with an average of thirty (30) hours or more per week. Once the average of thirty (30) hours or more per week is not maintained over a six (6) month period, the coverage will be discontinued and replaced with an allowance of three (3)% of their basic pay each pay period, until such time as the average of thirty (30) hours or more per week over the previous six (6) months is again attained, at which time coverage will be reinstated and the three (3)% allowance discontinued.
- b) In the event that a part-time Employee requests that the Employer allows them to work more than 30 hours per week and that they do not wish to participate in the comprehensive medical plan, the Employee will be allowed to work the number of hours they request, if the Employer is agreeable, and if the hours are available, without receiving benefits, but receiving the three (3)% allowance once one thousand four hundred sixty two and one half (1462.5) hours are reached. An agreement will be signed by the Employee waiving these insurance benefits, agreeing that they will not attempt to get retroactive benefits in the future and that they will not attempt to circumvent the collective intent of clauses 27.02 (a) and (b). The waiver will include the option to instate benefits due to the unforeseen family status or employment changes, as permitted under the insurance policy.
- c) The present comprehensive insurance medical plan includes healthguard, visioncare, dental and life insurance coverage. Until April 30 2010, the Employees will pay twenty per cent (20%) towards their health, vision and dental premiums. Effective May 1<sup>st</sup>

2010 the Employees will pay ten percent (10%) towards their health, vision and dental premiums. The Employees will also pay the full premium cost of the weekly indemnity and long-term disability portion of the medical plan.

- d) In the event that Alberta Health Care premiums are reinstated, the Employer shall contribute, beginning the first full calendar month, fifty (50)% of the premium cost of the Alberta Health Care Group Plan for all Employees and their dependents who qualify as defined by the rules of the plan and who are scheduled to work the hours referred to in 27.02 (a).
- e) Employees who do not qualify for the comprehensive insurance medical plan referred to in 27.02 (a) but have accumulated one thousand four hundred sixty two and one half (1462.5) hours worked, shall receive an allowance of three (3)% of their basic pay each pay period.
- f) An Employee who is on sick leave or receiving disability payment or Worker's Compensation Benefits shall continue to receive those benefits described in 27.01 (a) and 27.02 (a), (b), (c), (d) and (e) until the Employer/Employee relationship as addressed in clause 22.09 is broken.

27.03 An Employee who is on maternity or parental leave has the option of continuing their present comprehensive insurance medical plan during the leave if they pay 100% of their premiums.

27.04 The Employer agrees there will be no reduction in benefits due to premium reductions in Employee benefit plans.

27.05 During the life of this Agreement, the Employer and the Union shall jointly review the benefits of the existing Comprehensive Insurance Medical Plan.

27.06

a) Long-Term Service Benefit

In recognition of the loyalty and service of long-time Employees, a Long-Term Service Benefit shall be provided to Employees after ten (10) years of service. The benefit payable shall be paid out on an annual basis on the Employee's first pay in December.

b) The Long-Term Service Benefit shall be calculated as follows:

- i) After ten (10) years of service, \$15 per month worked in the current calendar year, to be paid out annually;
- ii) After fifteen (15) years of service, the benefit rises to \$20 per month and continues to rise \$5 per month after every additional five (5) years;

c) In situations where the Employee ceases employment prior to December, any accumulated Long-Term Service Benefit due shall be paid out on the Employee's last pay cheque.

ALSO AGREED EFFECTIVE MAY 1 2010:



Visioncare coverage to change from \$250 every 2 years for glasses, \$150 every 2 years for contact lenses and \$25 per eye exam, to total of \$500 every 2 years for glasses and/or contacts and/or laser eye surgery and \$50 per eye exam every 2 years.

## **ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES**

28.01

- a) In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present methods of operation, such Employees shall, at the expense of the Employer, be given a minimum period, not to exceed three (3) months, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position. A three (3) month extension may be granted with the Employer's agreement.
- b) This clause may apply to part-time, temporary and relief Employees, at the discretion of the Employer.

28.02 Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than three (3) months, the additional training time shall be subject to discussion between the Employer and the Union. A three (3) month extension may be granted with the Employer's approval.

28.03 No additional Employees shall be hired by the Employer until the Employees already working are notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retraining their employment, unless an Employee is hired to train Employees that are already working.

## **ARTICLE 29 - JOB SECURITY**

29.01

- a) In order to provide job security for members of the Union, the Employer agrees that work or services presently performed or hereafter assigned to the Union shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-Union Employees. An exception may be made to this Clause, provided management can prove to the Union that a retail operation is no longer viable or that by a requirement(s) of the University of Alberta the retail operation cannot continue.
- b) Should it become necessary to sell a retail department to another Employer, every effort will be made to find the affected Employees alternate employment within the Union or the relevant provisions of Articles 14 and 15 shall apply.

## **ARTICLE 30 - UNIFORM AND CLOTHING ALLOWANCE**

30.01 Work clothes required to be worn by the Employees shall be supplied by the Employer. Work clothes will apply to the following areas:

- a) Maintenance, Custodial and Theatre: the Employer will provide a maximum of two (2) pairs of pants and two (2) shirts for each Employee per year, based on need and condition of apparel provided in previous years.
- b) Food and Beverage: Employees will be required to wear such uniforms as set out by the Area Manager. The Employer agrees to provide Employees with one (1) uniform for those Employees regularly scheduled to work up to twenty one and one half (21-1/2) hours per week. Two (2) uniforms will be provided for those Employees regularly scheduled to work over twenty one and one half (21-1/2) hours per week. Employees shall be responsible for maintaining their uniforms.
- c) Part-time Custodial and Theatre Employees: the Employer will provide one (1) pair of pants and one (1) shirt for each Employee per year or, less frequently if previous outfits are still acceptable, if required.

It is understood that only uniforms or aprons will be provided; personal clothing will not be supplied.

### **ARTICLE 31 - GENERAL CONDITIONS**

- 31.01 Wherever possible, proper accommodations shall be provided to Employees for meals, as well as facilities to store their coats.
- 31.02 The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- 31.03 The Employer shall supply the necessary tools and equipment required by Employees in the performance of their duties.
- 31.04
  - a) A new Employee or other Employee who is required to handle cash as a cashier shall receive two (2) days of on the job training. During this period, the Employee shall not be subject to penalty for any shortage.
  - b) An Employee handling cash normally will be responsible for repaying shortages if they had sole access to that cash and were responsible to maintain that sole access.
  - c) Should there be an error, the cashier shall have the right to view the cash register tape in the presence of their supervisor. Payment of shortages shall be determined by the manager.
- 31.05 Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any Employee by virtue of performance of their assigned duties unless the action results from negligence by the Employee as determined by the Employer.
- 31.06 It is agreed by the parties concerned that every effort will be made to prevent pollution. It will be the objective that Employees will not be required to work in areas or under conditions in which pollution or harmful conditions exist.

- 31.07 Subject to the prerogative of the elected representatives of the Students' Union and the duties of those representatives of the General Manager and his/her staff through the Constitution and Bylaws or contract, no policy shall be considered to be in effect unless contained in or authorized by this Agreement, unless approved in writing by the Union.
- 31.08 Union representatives will not discuss Union issues during working hours with other Employees without seeking prior permission from the Employee's Supervising Manager.

#### **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

- 32.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union subject to the provisions of this Agreement.
- 32.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulations shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Employees and the Employer shall remain in existence.

#### **ARTICLE 33 - COPIES OF AGREEMENT**

- 33.01
- a) The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and duties under it.
  - b) Upon completion of negotiations the amended agreement shall be signed within one month of ratification by both parties. It is further agreed that one month following the signing the Employer shall print and distribute copies to each Employee with copies provided to other Employees who so request. Copies will be placed in each work area. The union and the Employer will equally share the cost of producing the amended agreement.

#### **ARTICLE 34 - GENERAL**

- 34.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the parties or party hereto so require.
- 34.02 An Employee covered by this Agreement shall have the right to refuse to cross a legal Canadian Union of Public Employees picket line established at the Employer's premises. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### **ARTICLE 35 - HEALTH, SAFETY AND ENVIRONMENT**

- 35.01 The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to affect a thoroughly understood and accepted safety and health program for Employees at work, it is agreed that joint and cooperative methods shall be encouraged, consistent with appropriate Health and Safety legislation.

- 35.02 To this end, a Joint Health and Safety Committee will be established subject to the Terms of Reference contained in Appendix “A”. The Employer shall continue to make provisions for the health, safety, training and work environment of the Employees.

#### **ARTICLE 36 - TERM OF AGREEMENT**

- 36.01 This Agreement shall be binding and remain in effect from May 1<sup>st</sup> 2009 to April 30<sup>th</sup> 2011 and shall continue from year to year thereafter. Either party may serve notice in writing not less than sixty (60) nor more than one hundred and twenty (120) days prior to the 30<sup>th</sup> day of April in any year that it desires the termination or amendment of this Agreement.
- 36.02 Within twenty (20) calendar days of receipt of notice to bargain by one party, the other party is required to enter into negotiations for a renewal or revisions of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement. At the first meeting of the parties, the parties shall exchange proposals or amendments.
- 36.03 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide Collective Bargaining, until such time as a new Collective Agreement is reached or a strike or lockout occurs. If the negotiations extend beyond the anniversary date of the Agreement, any revisions and terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.
- 36.04 Should a new Agreement not be concluded within three (3) months of the termination date of this Agreement, the Employer agrees to pay interest at prevailing bank interest rates paid for monies on deposit on the retroactive pay settlement to each Employee.
- 36.05 Any changes deemed necessary in this Agreement may be made by mutual agreement between the Union and the Employer at any time during the existence of this Agreement.

**LETTER OF AGREEMENT**

**COMPRESSED WORK WEEK – HOURLY EMPLOYEES**

**Between**

**THE STUDENTS' UNION, UNIVERSITY OF ALBERTA**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1368**

**In order to maximize access to additional hours of work, the parties agree to allow hourly Employees to work a compressed work week, subject to the following terms and conditions:**

- 1) The compressed work week hours require mutual agreement between the Employee and the Supervising Manager.
- 2) All agreements must be in writing and copied to the Union and the Students' Union Personnel Manager. For the purposes of agreement between the Employee and the Employer, both parties shall sign a copy of this document in the spaces provided.
- 3) Agreements may be cancelled by either party upon fourteen (14) days written notice. A copy of the notice shall be sent to the Union and the Students' Union Personnel Manager.
- 4) Articles 16.06(b), (c) and (d) shall be applied during both shift periods.
- 5) Any change in total hours worked per week will be in accordance with Article 16.01(c) of the Collective Agreement.
- 6) The maximum number of hours that an Employee may be scheduled to work in a workday is nine (9) hours.
- 7) The maximum number of hours that an Employee may be scheduled to work is thirty seven and one half (37.5) hours per work week, but less than three hundred (300) over an eight (8) week cycle.
- 8) An Employee's hours of work shall be confined within a period of twelve (12) consecutive hours in any one workday.
- 9) Any hours worked in excess of nine (9) hours per day, or thirty seven and one half (37.5) hours per work week will be paid at the overtime rates of one and one half times (x 1.5) the Employee's basic rate of pay. Any hours worked in excess of ten (10) hours per day, or fifty (50) per week, shall be paid at double time (x2) as per 17.02.
- 10) An Employee working a compressed work week agrees to waive Article 16.04 and 18.01.
- 11) No later than the twentieth (20<sup>th</sup>) day of the following month, the Union shall be supplied with a monthly summary of the following items for the previous month:
  - the names of the Employees who are working under this Agreement,

- the hours worked for each Employee
- the number of overtime hours worked

This letter of agreement shall become effective from the date of signing.

\_\_\_\_\_  
W.D. Bill Smith (General Manager)

\_\_\_\_\_  
Dennis Franz, President CUPE Local 1368

Dated, this \_\_\_\_ day of \_\_\_\_\_ 2007.

**Individual agreement for a compressed work week :**

Employee Name \_\_\_\_\_ **(printed)**

Department & Classification \_\_\_\_\_

Regular scheduled hours of work per week \_\_\_\_\_

I have read this Letter of Understanding and agree that I am signing this Letter voluntarily. I am aware that I am waiving some of my rights under the Collective Agreement in place between CUPE Local 1368 and The Students' Union.

Further, I have been provided the opportunity to seek input from CUPE Local 1368 prior to signing this letter.

\_\_\_\_\_  
Employee signature      Supervisor signature

\_\_\_\_\_  
Witness signature      Date signed

cc:      CUPE Local 1368  
            Students' Union Personnel Manager

Agreed to between the parties :

On behalf of the Union **original signed by Dennis Franz – President CUPE Local 1368**

On behalf of the Employer **original signed by W. D. (Bill) Smith – General Manager University of Alberta Students' Union**

Dated \_\_ **Original signed July 12<sup>th</sup> 2007**

**LETTER OF AGREEMENT**

**HOURLY EMPLOYEE WAIVER OF COMPREHENSIVE MEDICAL BENEFITS**

**Between**

**THE STUDENTS' UNION, UNIVERSITY OF ALBERTA**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1368**

In accordance with Article 27.02 a) which reads as follows:

“In the event that a part-time Employee requests that the Employer allows them to work more than 30 hours per week and that they do not wish to participate in the comprehensive medical plan, the Employee will be allowed to work the number of hours they request, if the Employer is agreeable, and if the hours are available, without receiving benefits, but receiving the three (3)% allowance once fifteen hundred and sixty (1560) hours are reached. An agreement will be signed, by the Employee waiving these insurance benefits and agreeing that they will not attempt to get retroactive benefits in the future. “

**Part-time Employees waiving these insurance benefits will sign the agreement, shown below, with a copy to be sent to the Union and the Students' Union Personnel Manager.**

**Employees who later decide to cancel their waiver of benefits, shall provide the Employer with fourteen (14) days written notice of cancellation of this Letter of Agreement. Accrual of hours as defined in 27.02 a) shall start from the date of such cancellation.**

**Further, participation in the comprehensive medical plan will be determined by the policies of the Students' Union's current medical benefit provider.**

Dated, this \_\_\_\_\_ day of \_\_\_\_\_.

W. D. (Bill) Smith-General Manager

Dennis Franz--President CUPE Local 1368

**AGREEMENT TO WAIVE COMPREHENSIVE MEDICAL BENEFITS**

As an hourly paid University of Alberta Students' Union Employee, and CUPE member, I understand as per Article 27.02(a) of the Collective Agreement (above) that by having worked 1040 total hours with an average of thirty (30) hours or more per week over six months, I would qualify for the healthguard, visioncare , dental and \$5000 life insurance.

I currently work less than thirty hours per week. I would like to waive my right to the comprehensive medical benefits in the event that my hours of work are increased to thirty hours per week or more. I make this request because I wish to be considered for additional hours if they are available, but fully understand that the Students' Union is making no commitment to or guarantee of such additional hours.

I have read and understood this letter of Agreement, and I agree that I am signing this Waiver voluntarily.

Agreed to: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Employee Signature:    Employee Name Printed

\_\_\_\_\_  
Manager Signature      Witness Signature

cc.      C.U.P.E. 1368  
          Students' Union Personnel Manager

Agreed to :

On behalf of the Union **original signed by Dennis Franz – President CUPE Local 1368**

On behalf of the Employer **original signed by W. D. (Bill) Smith – General Manager  
University of Alberta Students' Union**

Dated **Original signed July 19<sup>th</sup> 2007** \_\_\_\_\_



IN WITNESS WHEREOF the parties have hereunto affixed their seals by the proper signing officers on the day and year herein above written.

THE STUDENTS' UNION  
UNIVERSITY OF ALBERTA

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1368

Per: \_\_\_\_\_  
General Manager  
W. D. (Bill) Smith

Per: \_\_\_\_\_  
Local 1368 President  
Dennis Franz

Per: \_\_\_\_\_  
Vice-President (Operations & Finance)  
Eamonn Gamble

Per: \_\_\_\_\_  
CUPE National Representative

## **Appendix “A”**

### **Terms of Reference Joint Health and Safety Committee**

The Joint Health and Safety Committee shall be established within ninety (90) days of ratification of the Memorandum of Agreement.

The Committee shall enjoy the full support of both parties in the interests of health and safety of the Employer and the Union. The Committee shall concern itself with:

1. reviewing suggestions and recommendations from Employees, the Union or the Employer in respect to improving health and safety in the work environment, and
2. review accident or incident reports in order to correct hazards, potential hazards or other worksite conditions,
3. make recommendations to respective principals where appropriate.

The Committee shall be composed of equal representation by each party, with three (3) representatives for each party.

The Committee shall meet four times per year on dates, time and location as mutually decided.

An Employer and Union representative shall be designated as joint chairpersons in presiding over meetings and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

Agenda items of concern shall be decided by Committee chairpersons as least forty-eight (48) hours in advance of a meeting, when possible. Committee members shall not suffer loss of pay for attending meetings.

## LETTER OF AGREEMENT

### Joint Gender Neutral Job Evaluation Program

The parties agree to carry out a Joint Gender Neutral Job Evaluation Program (hereinafter referred to as the Program), with the goal of ultimately achieving equal pay for work of equal value for all jobs within the organization of the Students' Union, University of Alberta.

It is further agreed that the Program will follow that outlined in the Canadian Union of Public Employees (CUPE) Manual of Procedures and attached to the original copies of this agreement.

It is further agreed that the results of the Program, and the implementation of any recommendations arising from the Program, must be jointly agreed upon and approved by the Executive Committee of the Employer and the membership of the Union. This approval will be independent of the process of implementation of the Program.

The Employer and the Union agree to endeavor to complete the Program by negotiations May 31, 2011.

### Review Committee

Furthermore, the parties agree to establish an ad-hoc Review Committee to research and evaluate the compensation of all classifications in the Collective Agreement as they relate to other similar classifications using appropriate criteria and standards as agreed to by the committee. This review will also include rates of pay of Part Time and Full Time classifications that are similar in nature. The committee will make recommendations to the Negotiation Committee by May 2011. This project will be divided into operational segments and dealt with in this order:

- 1) Food and Beverage, and Retail Operations
- 2) Facilities and Administration
- 3) Theatre

The schedule for this work shall be mutually agreed by the Union, and the Employer. Terms of Reference, Review Committee Membership, and a Work Plan for this process will be determined by mutual consent by September 30 2009.

### **AGREED TO BY:**

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Marc Dumouchel  
General Manager  
University of Alberta Students' Union

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Dennis Franz  
President CUPE Local 1368

Original Signed, July 15 2009