

United Food and Commercial Workers Union Local No. 401,
Chartered by the United Food and Commercial Workers
International Union, A.F.L., C.I.O

- and -

Shaw Conference Centre, a division of
Economic Development Edmonton

Collective Agreement

Between

Shaw Conference Centre, a division of
Economic Development Edmonton

- and -

United Food and Commercial Workers Union Local No. 401,
Chartered by the United Food and Commercial Workers International Union,
A.F.L., C.I.O.

Effective Date of Ratification

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Collective Agreement

Between

Shaw Conference Centre, a division of
Economic Development Edmonton ("EDE")

- and -

United Food and Commercial Workers Union Local No. 401
Chartered by the United Food and Commercial Workers International Union,
A.F.L., C.I.O., ("Union")

EDE and the Union agree as follows:

1. Certified Bargaining Agent

1(1) On January 19, 2001 the Labour Relations Board issued certificate number 2-2001 naming the Union as the bargaining agent for all employees of EDE at the Shaw Conference Centre ("SCC"), except office, clerical and security personnel. EDE recognizes the Union as the exclusive bargaining agent for all the employees of EDE at the SCC except office, clerical and security personnel.

1(2) Certificate number 2-2001 is appendix A to this collective agreement.

2. Term of Collective Agreement

- 2(1) This collective agreement is in force from the date upon which both parties ratify the agreement for a period of two years.
- 2(2) If EDE or the Union wish to renew or amend this collective agreement, it must give written notice of its intention by serving the notice on the other not less than sixty days and not more than ninety days prior to the end date.
- 2(3) If no written notice under 2(2) is given, this collective agreement will be renewed for a twelve month period.

3. Management Rights

- 3(1) EDE has the right to manage its business as it sees fit, including the right to
- (a) select employees, utilizing any standard not prohibited by any applicable legislation,
 - (b) determine the employee complement,
 - (c) assign an employee to any position,
 - (d) determine and/or alter a job description and notify affected employees and the Union,
 - (e) assign working hours to an employee,
 - (f) determine an employee's shift schedule in accordance with article 7,
 - (g) suspend an employee with or without pay and impose any other discipline with cause,
 - (h) maintain order,
 - (i) terminate an employee with cause,
 - (j) demote an employee for cause,
 - (k) make rules governing attendance, productivity, punctuality, personal appearance, mandatory retirement, tip sharing, uniforms, harassment, use or possession of alcohol and drugs and safe practices and any other subject and amend them,
 - (l) introduce new or different methods of work, equipment or procedures,
 - (m) extend, reduce, transfer or discontinue its operations,
 - (n) utilize any surveillance methods without notice, and
 - (o) assign any duties to employees of EDE who are not represented by the Union.

3(2) EDE may exercise any management rights which are not expressly limited by this collective agreement.

4. Rule-making

- 4(1) EDE may make a rule under article 3 unless the rule is inconsistent with an express term of this collective agreement and may enforce it if the rule is brought to the attention of the employees.
- 4(2) EDE agrees to comply with **all** applicable human rights legislation. EDE policies on sexual harassment and discrimination in force as of November 24, 2000 remain in force.
- 4(3) All EDE employees shall be treated with dignity and respect by both EDE and the Union.

5. Classification of Employees

5(1) An employee is either a full-time, part-time, casual or probationary employee.

5(2) An employee holds one of the positions set out in Table A in 9(1) or subsequently incorporated into Table A as a result of EDE serving written notice on the Union that it has amended Table A.

6. Hours of Work

- 6(1) A full-time employee regularly works eight or more hours in a work day and forty or more hours in a work week, excluding unpaid breaks.
- 6(2) A part-time employee works irregular hours and is scheduled to work by EDE or is eligible to call-in or be called in for shifts at the sole discretion of EDE in accordance with article 7, the duration of which shall be no less than three hours for each particular shift.
- 6(3) A casual employee works irregular hours at the sole discretion of EDE, and when provided with a shift the duration of such shift shall be no less than three hours for each particular shift.
- 6(4) During an eight hour shift, an employee is entitled to take a one-half hour unpaid meal break and two fifteen-minute paid rest breaks. An employee who works a shift which is greater than five hours but less than eight hours is entitled to take a one-half hour unpaid meal break and one fifteen-minute paid rest break during the shift. An employee who works a shift which is five hours or less is entitled to a fifteen-minute paid rest break during the shift.
- 6(5) The hours of work set out in 6(1) does not constitute a guarantee by EDE that a full-time employee will always work the hours set out in 6(1).

7. Shift Schedule

- 7(1) (a) With the exception of six full-time employees in the housekeeping department, full-time employees in the maintenance department, the linen keeper in the banquet department and the receiver in the accounting department, an employee acquires shift schedule priority if he or she has submitted to EDE under 7(2) a signed "available anytime" declaration and was either:
- (i) employed by EDE on the date of ratification of this collective agreement and was an employee of EDE for at least a continuous one year period immediately preceding the date of ratification of this collective agreement, or
 - (ii) commenced employment after the date of ratification of this collective agreement and has been an employee of EDE for at least a continuous one year period after the date of ratification of this collective agreement and has worked at least 1000 hours as an employee of EDE.
- (b) "Available anytime" means the employee is available to work twenty-four hours per day and seven days per week, excluding scheduled vacation time.
- 7(2) Within thirty days of the ratification of this collective agreement, EDE must post a notice stating that any employee who meets the requirements of 7(1)(a)(i) and who wishes to acquire shift schedule priority must submit a signed "available anytime" declaration within fourteen days of the notice being posted to his or her supervisor or such other person as is designated in the notice.
- 7(3) Within sixty days of the ratification of this collective agreement, EDE must:
- (a) post a list containing the names of employees for each of the "scheduling groups" referred to in 7(8) who submitted an "available anytime" declaration under 7(2) and were entitled to do so, and
 - (b) deliver a copy of the lists posted under 7(3)(a) of this collective agreement to the union.

- 7(4) Not less than fourteen days prior to September 1, 2002 and each September 1 thereafter while this collective agreement is in force, **EDE** must post a notice stating that anyone who wishes to acquire shift schedule priority and who meets the requirements in 7(1)(a)(i) or (ii) of this collective agreement must submit a signed "available anytime" declaration before September 1 of the year the notice is posted to his or her supervisor or such other person as is designated in the notice.
- 7(5) Before September 14, 2002 and each succeeding September 14 while this collective agreement is in force, **EDE** must:
- (a) **post** a list containing the names of employees for each of the "scheduling groups" referred to in 7(8) who submitted an "available anytime" declaration under 7(4) and were entitled to do so, and
 - (b) deliver a copy of the lists posted under 7(5)(a) of this collective agreement to the union.
- 7(6) (a) An employee whose name appears on a list posted under 7(3)(a) or 7(5)(a) may at anytime submit a signed "revocation" statement to **EDE** indicating that he or she wishes to revoke his or her signed "available anytime" declaration and give up his or her position on a list posted under 7(3)(a) or 7(5)(a) of this collective agreement,
- (b) An "available anytime" declaration submitted under 7(2) or 7(4) of this collective agreement remains in effect for seven days following the submission of the "revocation" statement to **EDE** under 7(6)(a),
 - (c) An employee who submits a "revocation" statement under 7(6)(a) may not file an "available anytime" declaration except under 7(4) of this collective agreement,
 - (d) **EDE** must notify the union that it has received a "revocation" statement within 14 days of receipt of a "revocation" statement,
 - (e) An employee who fails to report on time and complete a scheduled shift two times in any six month period without reasonable explanation or permission is

deemed to have submitted a signed "revocation" statement under 7(6)(a) on the date of the second shift he or she failed to report on time for or completed commenced,

(9) Within 28 days of receipt of a signed "revocation" statement under 7(6)(a) or 7(6)(e), EDE must:

- (i) post a notice containing the names of employees who submitted an "available anytime" declaration under 7(2) or 7(4) of this collective agreement, or both, and have not submitted a signed "revocation" statement under 7(6)(a) or 7(6)(e) to EDE, and
- (ii) deliver a copy of the list posted under 7(6)(f)(i) of this collective agreement to the union.

7(7) EDE may remove an employee's name from a list posted under 7(3)(a), 7(5)(a) or 7(6)(f)(i), if:

- (a) the employee is deemed to have submitted a "revocation" statement under 7(6)(e) of this collective agreement, and
- (b) EDE delivers to the employee deemed to have submitted a "revocation" statement under 7(6)(e) of this collective agreement a "removal" notice informing the employee that he or she is deemed to have submitted a "revocation" statement under 7(6)(e) of this collective agreement and that effective the date of the "revocation" statement, the employee is no longer entitled to shift schedule priority.

7(8) EDE shall post schedules by no later than Friday noon of each week, for the following (Monday to Sunday) week. Schedules shall be posted for the following "scheduling groups":

- (a) Kitchen
 - (i) Garde Manger
 - (ii) Entremetier
 - (iii) Hot Kitchen
 - (iv) Pastries
 - (v) Stewarding

- (b) Event Services
 - (i) Crew
 - (ii) Crew Supervisors
 - (iii) Housekeeping
 - (iv) Housekeeping Supervisor
- (c) Accounting
 - (i) Parking Lot Cashiers
 - (ii) Receiver
- (d) Maintenance
 - (i) Electrician
 - (ii) Maintenance Engineer 1
 - (iii) Maintenance Engineer 2
 - (iv) Maintenance Engineer 3
 - (v) Carpenter
 - (vi) Painter
 - (vii) Yardman
 - (viii) Carpenter Helper
- (e) Banquets
 - (i) Senior Wait Staff
 - (ii) Wait Staff
 - (iii) Senior Bartender
 - (iv) Bartender
 - (v) Linen Keeper
 - (vi) Senior Cashiers
 - (vii) Cashiers

7(9) Subject to 7(14), the system used for scheduling employees for each of the scheduling groups set out in 7(8)(a) through (c)(i) shall be as follows:

(a) Full-Time Employees

Full-time employees who have shift schedule priority shall be assigned shifts in declining order based on their date of hire and shall be scheduled in priority to full-time employees without shift schedule priority,

(b) Part-Time Employees

Part-time employees who have shift schedule priority shall be assigned shifts in declining order based on their date of hire and shall be scheduled in priority to part-time employees without shift schedule priority,

(c) Assignment of shifts shall be in the sole discretion of EDE provided that for each pay period:

(i) Full-time employees who have shift schedule priority shall not be assigned fewer shifts than full-time employees without shift schedule priority, and

(ii) Part-time employees who have shift schedule priority shall not be assigned fewer shifts than part-time employees without shift schedule priority.

7(10) The system used for scheduling employees for each of the scheduling groups set out in 7(8)(e) shall be as **follows**:

(a) Full-Time Employees (if any)

Full-time employees who have shift schedule priority shall be assigned shifts in declining order based on their date of hire and shall be scheduled in priority to full-time employees without shift schedule priority,

(b) Part-Time Employees

(i) Part-time employees who have shift schedule priority shall be assigned shifts in declining order based on their date of hire and shall be scheduled in priority to part-time employees without shift schedule priority,

(ii) Part-time employees without shift schedule priority shall be eligible to call in and request shifts or to be called in by EDE and offered shifts and shall be assigned shifts after part-time employees with shift schedule priority have been assigned their shifts, and

(c) Assignment of shifts shall be in the sole discretion of EDE provided that for each pay period:

(i) Full-time employees (if any) with shift schedule priority shall not be assigned fewer shifts than full-time employees (if any) without shift schedule priority, and

(ii) Part-time employees with shift schedule priority shall not be assigned fewer shifts than part-time employees without shift schedule priority.

7(11) The system used for scheduling employees for each of scheduling groups 7(8)(b)(iii) and (iv), 7(8)(c)(ii), 7(8)(d) and 7(8)(e)(v) shall be as follows:

(a) Full-Time Employees

A total of six full-time employees from scheduling groups 7(8)(b)(iii) and/or (iv) and all full-time employees in 7(8)(c)(ii), 7(8)(d) and 7(8)(e)(v), if any, shall be assigned shifts in declining order based on their date of hire.

(b) Part-Time Employees (if any)

Part-time employees who have shift schedule priority shall be assigned shifts in declining order based on their date of hire and shall be scheduled in priority to part-time employees without shift schedule priority.

(c) Assignment of Shifts shall be in the sole discretion of EDE provided that for each pay period:

(i) Full-time employees shall not be assigned fewer shifts than part-time employees, and

(ii) Part-time employees who have shift schedule priority shall not be assigned fewer shifts than part-time employees without shift schedule priority.

7(12) In determining whether 7(9)(c), 7(10)(c) and 7(11)(c) have been complied with, scheduled shifts in a pay period and not actual hours worked in a pay period will govern.

- 7(13) An employee who has shift schedule priority may occasionally request not more than two consecutive non-vacation days off for personal reasons, in advance of the schedule being posted under 7(8). Granting of requests for days off for personal reasons is subject to the operational requirements of **EDE** and is at the sole discretion of **EDE**.
- 7(14) Where an employee with shift schedule priority is granted days off under 7(13) or takes scheduled vacation, **EDE** shall not be required to comply with 7(9)(c), 7(10)(c) or 7(11)(c) for that employee.
- 7(15) Notwithstanding 7(9), **EDE** may schedule chef de parties and floor stewards with a greater number of shifts and in priority to those employees referred to in 7(9) whether or not the chef de parties or floor stewards have shift schedule priority.
- 7(16) It is acknowledged that **EDE** operational requirements may necessitate employees in the "scheduling groups" for the kitchen and banquet departments to perform work normally performed by other scheduling groups within those departments.
- 7(17) Casual employees may be assigned shifts at the sole discretion of **EDE** when there are not enough full-time and part-time employees available to be scheduled under 7(9), 7(10) or 7(11).

8. Overtime Hours

- 8(1) EDE may ask an employee to work overtime hours.
- 8(2) An employee does not have a right to work overtime **nours** unless authorized by EDE.
- 8(3) An employee who **is** asked to work overtime hours must work the overtime hours requested unless relieved of this obligation by EDE.
- 8(4) Overtime if required, will be offered to employees who are at work and working the event where overtime is required, in descending order of date *of* hire, subject to EDE being entitled to manage its workforce in order to minimize overtime.

9.

9(1) EDE agrees to pay the rates of pay set out in Table A under the heading "Rate of Pay" for the positions set out in Table A under the heading "Position" from the date of ratification for a period of two years.

TABLE A		
<u>Maintenance Department</u>		
<u>Position</u>	<u>Job Rate</u>	<u>Rate of Pay</u> <u>Probationary Rate</u>
<ul style="list-style-type: none"> • Electrician (full-time) • Maintenance Engineer 1 (full-time) • Maintenance Engineer 2 with valid Pre 2001 4th Class Alberta Power Engineer Certificate (old 4th Class) (full-time and part-time) • Maintenance Engineer 2 with valid 2001 4th Class Alberta Power Engineer Certificate (full-time) • Maintenance Engineer 3 with 3rd Class Certificate (full-time) • Carpenter (full-time) • Carpenter Helper (full-time) • Painter(full-time) • Yardman (full-time) • Yardman Helper (full-time seasonal) 	<ul style="list-style-type: none"> \$25.85/hr \$14.10/hr \$15.45/hr \$17.20/hr \$18.60/hr \$23.00/hr \$17.25/hr \$18.30/hr \$12.00/hr \$10.00/hr 	<ul style="list-style-type: none"> \$24.85/hr \$13.10/hr \$14.45/hr \$16.20/hr n/a \$22.00/hr \$16.25/hr \$17.30/hr \$11.00/hr n/a
<u>Banquets Department</u>		
<u>Position</u>	<u>Job Rate</u>	<u>Rate of Pay</u> <u>Probationary Rate</u>
<ul style="list-style-type: none"> • Senior wait staff (part-time) • Wait Staff #1 (part-time) • Wait Staff #2 (part-time) • Linen Keeper (part-time) • Senior Bartender (part-time) • Bartender (part-time) • Senior Cashier (part-time) • Cashier (part-time) 	<ul style="list-style-type: none"> \$9.50/hr \$8.00/hr \$7.50/hr \$9.50/hr \$9.50/hr \$7.75/hr \$9.50/hr \$7.50/hr 	<ul style="list-style-type: none"> \$9.00/hr n/a \$7.25/hr \$8.40/hr \$9.00/hr \$7.25/hr \$9.00/hr \$7.25/hr
<u>Event Services Department</u>		
<u>Position</u>	<u>Job Rate</u>	<u>Rate of Pay</u> <u>Probationary Rate</u>
<ul style="list-style-type: none"> • Event Services Supervisor (full-time) • Housekeeping Supervisor (full-time) • Event Services Crew (part-time) 	<ul style="list-style-type: none"> \$14.00/hr \$14.00/hr \$11.00/hr 	<ul style="list-style-type: none"> \$13.00/hr \$13.00/hr \$10.00/hr

<ul style="list-style-type: none"> Housekeepers (full-time and part-time) 	\$10.50/hr	\$9.50/hr
<p align="center"><u>Kitchen and Stewards Department</u></p> <p><u>Position</u></p> <ul style="list-style-type: none"> a Assistant Pastry Chef (full-time) • Cook #1 Chef de Partie (full-time and part-time) a Cook #2 Demi Chef (full-time and part-time) a Cook #3 Commis (full-time and part-time) a Apprentice Cook #1 (full-time and part-time) a Apprentice Cook #2 (full-time and part-time) • Apprentice Cook #3 (full-time and part-time) • Kitchen Helper (full-time and part-time) • Dishwasher (full-time and part-time) • Pot Washer/Cleaner (full-time and part-time) • Floor Steward (full-time) 	<p align="center"><u>Job Rate</u></p> <ul style="list-style-type: none"> \$15.50/hr \$15.00/hr \$13.00/hr \$11.10/hr \$9.00/hr \$10.50/hr \$10.85/hr \$9.00/hr \$10.00/hr \$10.50/hr \$13.50/hr 	<p align="center"><u>Rate of Pay</u></p> <p align="center"><u>Probationary Rate</u></p> <ul style="list-style-type: none"> \$14.00/hr \$14.00/hr \$12.00/hr \$10.10/hr \$8.00/hr \$9.50/hr \$9.85/hr \$8.00/hr \$9.00/hr \$9.50/hr \$12.50/hr
<p align="center"><u>Accounting Department</u></p> <p><u>Position</u></p> <ul style="list-style-type: none"> • Receiver (full-time) • Parking Lot Cashiers (part-time) 	<p align="center"><u>Job Rate</u></p> <ul style="list-style-type: none"> \$12.45/hr \$ 8.50/hr 	<p align="center"><u>Rate of Pay</u></p> <p align="center"><u>Probationary Rate</u></p> <ul style="list-style-type: none"> \$11.45/hr \$7.50/hr

- 9(2) EDE agrees to pay the overtime rate of pay for an employee's overtime hours.
- 9(3) Table A is deemed to be amended to include a new position and new rate of pay set out in a written notice from EDE to the Union informing the Union that EDE has amended Table A by the deletion of positions and rates of pay or the addition of new positions and rates of pay or both.
- 9(4) EDE charges gratuities to its customers relating to the sale of food and beverage. Employees in the Banquets Department in those positions set out in 9(1) are entitled to

a distribution of **55%** of gratuities charged by EDE to its customers in any given pay period based on the hours worked by those employees in that pay period as follows:

- (a) There shall be three classifications of banquet employees as follows:
 - (i) Classification 1 consists of senior wait staff, senior bartenders and senior cashiers;
 - (ii) Classification 2 consists of wait staff #1, wait staff #2, bartenders, linen keepers and cashiers;
 - (iii) Classification 3 consists of Ansuya Tailor and Vydia Wati. This classification will remain in effect until Ms. Tailor and Ms. Wati cease to be in their current positions.

- (b)
 - (i) Employees in Classification 1 shall be entitled to ten points for the purposes of calculating gratuity entitlements;
 - (ii) Employees in Classification 2 shall be entitled to eight points for the purposes of calculating gratuity entitlements;
 - (iii) Employees in Classification 3 shall be entitled to eleven points for the purposes of calculating gratuity entitlements.

- (c) **For** each pay period EDE will pay gratuities to its banquet employees calculated as follows:
 - (i) Total hours worked by all employees in each of classifications 1, 2 and 3 shall be multiplied by the points allocated for each of the classifications.
 - (ii) The total arrived at in 9(4)(c)(i) shall be divided into **55%** of the total gratuities charged to EDE customers for that pay period. The result of this calculation shall be the value per point.
 - (iii) The value per point arrived at in 9(4)(c)(ii) shall be multiplied by the points allocated for each classification, the result of which shall be further multiplied by the actual number of hours worked by each employee in

Classification 1, 2 and 3, to determine the gratuity payable to each employee.

- (iv) The following is an example of the calculation of gratuities payable to employees in the banquets department:

Gratuities charged by EDE in a pay period: \$20,000

55% of \$20,000 = \$11,000

<u>Classification</u>	<u>Total Hours Worked by all Employees</u>	<u>Points</u>	<u>Total Points</u>
1	500	10	5,000
2	3,200	8	25,600
3	160	11	<u>1,760</u>
			32,360

- $11,000 / 32,360 = .34$ (value per point)
- value per point per hour

Classification 1 $10 \times .34 = \$3.40/\text{hr}$

Classification 2 $8 \times .34 = \$2.72/\text{hr}$

Classification 3 $11 \times .34 = \$3.74/\text{hr}$

- Employees shall be paid their value per point per hour for each hour worked in the pay period

10. Payment of Wages

- 10(1) EDE agrees to pay an employee all wages earned since the preceding payday every second Friday. EDE will accommodate all employees who prefer to be on a direct deposit payroll system.

- 10(2) EDE agrees to provide an employee with a statement setting out the employee's rate of pay, hours worked, including overtime hours, vacation pay, gratuities (if applicable) and any authorized and statutory deductions.

11. General Holidays and General Holiday Pay

- 11(1) EDE recognizes the general holidays set out in the Employment Standards Code. Easter Monday, Boxing Day and the August Civic Holiday are deemed to be general holidays under the Employment Standards Code.
- 11(2) EDE reserves the right to require an employee to work on a general holiday.
- 11(3) EDE agrees to discharge the minimum obligations imposed on an employer under the Employment Standards Code to an employee who is eligible for general holiday pay under 11(1).
- 11(4) Subject to operational requirements, full-time employees may bank the general holiday and take the general holiday with pay within three months of the date of banking. If it is not taken within three months, the full-time employee loses the right to take the general holiday but is paid an amount equivalent to the regular rate of pay of the employee. Part time employees may not bank general holidays except as permitted under the Employment Standards Code.
- 11(5) A new employee is not entitled to a general holiday if the employee has been employed less than fifteen days prior to the general holiday.

12. Vacations and Vacation Pay

12(1) EDE agrees to discharge the minimum obligations imposed on an employer under the Employment Standards Code to part-time employees who are entitled to vacation pay under the Employment Standards Code. Currently, the minimum obligations under the Employment Standards Code are as follows:

- (a) Two weeks (10 days) annual vacation after each of the first four years of employment with vacation pay based on 4% of the employee's regular rate of pay; and
- (b) Three weeks (15 days) annual vacation after five consecutive years of employment with vacation pay based on 6% of the employee's regular rate of pay.

12(2) EDE agrees to provide to full-time employees an annual vacation with pay at the employees regular rate of pay as follows:

YEARS OF CONTINUOUS EMPLOYMENT	VACATION ENTITLEMENT
<u>FULL- TIME SALARIED EMPLOYEES</u>	
1 - 7 years	3 weeks (15 days)
8 - 15 years	4 weeks (20 days)
16 years plus	5 weeks (25 days)
<u>FULL-TIME HOURLY EMPLOYEES</u>	
1 - 3 years	2 weeks (10 days)
4 - 10 years	3 weeks (14 days)
11 years plus	4 weeks (20 days)

12(3) EDE reserves the right to determine the period an employee will take a vacation. An employee may submit a written request to his or her supervisor specifying the period he or she wishes to be on vacation. If more than one employee in the same department asks for the same period of vacation, then, subject to operational requirements, EDE shall determine who is entitled to the preferred vacation time as follows:

- (a) First preference shall be given to full-time employees with **24/7** availability in descending order of their date of hire;
- (b) Second preference shall be given to full-time employees in descending order of their date of hire;
- (c) Third preference shall be given to part-time employees with **24/7** availability in descending order of their date of hire;
- (d) Fourth preference shall be given to part-time employees in descending order of their date of hire.

12(4) For full-time employees:

- (a) The time frame in which the vacation time earned in a calendar year can be used is from January 1 of the year in which the entitlement is earned to April 30 of the following calendar year. If vacation time is not used within this time period, the employee forfeits the vacation time and is paid out vacation pay at the employees regular rate of pay. Bridging of one vacation year to the next is not permitted.
- (b) If a full-time employee is ill while on annual vacation for a period of three consecutive days or more, the days on which the employee is ill shall be treated as sick leave and not as annual vacation, provided the employee provides a satisfactory medical certificate immediately upon the employees return from annual vacation.
- (c) When an employee's designation is changed from part-time to full-time, the employee's vacation accrual before the date of the designation change, if any, is paid out to the employee. The anniversary date for the full time vacation accrual also changes to the date of the full-time designation but the vacation entitlement for the full time employee in accordance with **12(2)** is based on the date that the employee commenced employment with EDE.

13. Bereavement Leave For Full-time Employees Only

13(1) A full-time employee will be granted leave with pay at his or her regular rate of pay for the purpose of making arrangements for, or attending, a funeral, if the employee attends the funeral in accordance with the following:

- (a) When death occurs in the employee's immediate family, the employee, upon request and approval received from his Department Head or his designate, prior to the leave being taken, will be granted leave for any 3 consecutive regularly scheduled working days.
- (b) When death occurs among relatives of the employee, other than those in the immediate family, the employee on request, and approval received by the Department Head or his designate, prior to the leave being taken, will be granted leave for any ½ regularly scheduled working day, but upon demonstrating the need for additional time due to extenuating circumstances, will be granted leave for 1 regular scheduled working day with pay at the regular rate of pay.

The term "**immediate family**" will include only the following relatives of the full-time employee, whether related by blood, marriage, adoption or otherwise: spouse, parent, grandparent, grandchild, guardian, parent of spouse, child or ward, brother, sister, brother-in-law, sister-in-law, grandparent of spouse, and related dependents of the employee. "**Spouse**" and "**marriage**" will include a common law spouse and common law marriage respectively, but the word "**spouse**" shall not include a former spouse. The word "**funeral**" will include the initial memorial service which is held in conjunction with a cremation. The term "**extenuating circumstances**", may include, without restricting the generality of the term, such circumstances as traveling time.

14. Medical/Dental Appointments For Ti Employees Only

- 14(1) A full-time employee who is compelled to arrange a medical or dental appointment during regular hours of work, will be granted the leave of absence necessary to meet the appointment, with pay at the regular rate of pay, provided the absence from work is not for a period of more than 3 hours. In cases of ongoing necessary medical appointments time used will be accumulated and deducted from the employee's casual sick leave entitlement, if any, or will be allowed without pay.
- 14(2) In order to qualify for leave for medical and dental appointments, a full-time employee must notify his Department Head or his designate, and obtain permission to take the desired leave.

15. Leave for Witness and Jury Duty

15(1) An employee who has been subpoenaed to appear in court or before an administrative tribunal as a witness or juror on a regularly scheduled working day, during regular hours of work, will be allowed the required leave of absence. A full-time employee will be allowed the required leave of absence with pay, at the employee's regular rate of pay, provided that any wage replacement paid to the employee for such an appearance is paid to EDE. A part-time employee's leave will be without pay.

16. Maternity Leave, Parental Leave and Adoption Leave

- 16(1) EDE agrees to discharge the minimum obligations imposed on an employer under all applicable legislation to employees who are entitled to maternity leave, parental leave and adoption leave.

17. Union Leaves

- 17(1) **EDE** agrees to grant necessary time off, without pay and without discrimination, to not more than *two* employees designated by the Union, for a maximum of one year, to attend a labour convention or to serve in an official capacity for the Union; provided that as much notice as is possible must be given, and, in any event, not less than **two** weeks, and provided a suitable replacement can be made available by **EDE** for the job involved. **EDE** agrees to pay employees for Union leave requested in writing by the Union, and bill the Union the wage and benefit cost for the time requested.
- 17(2) The Union may appoint a bargaining committee to be composed of up to seven employees appointed from the Union. For the purpose of negotiations, **EDE** shall pay each bargaining committee member who attends the negotiation sessions his or her lost wages (including gratuities, if any), and bill the Union under 17(1).

18. Other Leave of Absence

18(1) Other leaves of absence, with or without pay, may in EDE's absolute discretion be granted in special circumstances upon written request to and approval by the Department Head and the General Manager of the SCC or his or her designate.

19. Employment While on Leave

19(1) A full time employee who engages in other employment for gain, while on leave of absence (excluding leave for Union business), without the express written consent of EDE, is deemed to have resigned from his or her employment with EDE.

20. Payment of Benefit Premiums While on Leave For Full-Time Employees

20(1) A full-time employee who is entitled to a leave of absence without pay for a period in excess of ten consecutive regularly scheduled working days, must make arrangements, prior to commencing the leave, to pay the employee's share and EDE's share of the cost of any premiums for benefit plans to which that employee may be entitled to during the period of leave.

If the employee does not make such premium payments in accordance with the arrangements made, or if an employee fails to make such arrangements, EDE is not under any obligation to make such premium payments, and that employee is not entitled to the benefits to which he or she would otherwise have been entitled.

21. Benefits

- 21(1) EDE agrees to continue in effect the same benefits and insurance plans as those in effect on November 24, 2000 for those employees classified as full-time employees.
- 21(2) Unless covered by similar benefits and insurance plans, EDE agrees to provide the same benefit and insurance plans for part-time employees who work an average of thirty-two hours per week for a period of thirteen consecutive weeks. In the event that a part-time employee ceases to work an average of thirty-two hours per week for a period of thirteen consecutive weeks, he or she shall no longer be entitled to benefits and insurance plans.
- 21(3) An employee may not file a grievance relating to the benefits and insurance plans in place under 21(1) and 21(2) relating to matters within the jurisdiction of the benefits providers and insurers.

22. RRSP Match for Full-Time Maintenance Department Employees

22(1) EDE agrees to continue in effect the same RRSP match plan as that which was in effect on November 24, 2000 for those maintenance department employees classified as full-time.

23. Job Postings

- 23(1) **EDE** agrees to post a notice setting out full-time and part-time positions which are not filled, unless the vacancy is attributable to a temporary absence, including maternity, parental or jury duty leave, and stating the date by which applications from employees who wish to be considered for a position must be delivered to **EDE**.
- 23(2) An employee who wishes to be considered for a position set out in a notice under **23(1)** must deliver a written application before the date set out in the notice.
- 23(3) **EDE** has the right to assign any employee to a position set out in a notice under **23(1)** and may assign an employee who did not submit a written application under **23(2)**. Additionally, **EDE** has the right to assign the position for which a notice has been posted under **23(1)** to an individual who was not an employee of **EDE** at the time that a notice under **23(1)** was posted.
- 23(4) **EDE** reserves the right to determine in its sole discretion whether a position is not filled.

24. Layoff and Recall

- 24(1) **EDE** may place an employee on temporary layoff. In the case of temporary layoff for full-time and part-time **24/7** availability employees in a scheduling group, the employee with the latest date of hire will be laid off first, subject to those remaining having the skill, ability and physical fitness to perform the work required.
- 24(2) An employee who is on temporary layoff is not entitled to termination notice or termination pay.
- 24(3) An employee who is on temporary layoff and wishes to be recalled to work must provide **EDE** with a recall notice within seven calendar days of the commencement of his or her temporary layoff.
- 24(4) If an employee fails to provide **EDE** with a recall notice **EDE** may direct any return to work notice under **24(5)** to the last address **EDE** had for the employee before he was on temporary layoff.
- 24(5) If **EDE** wishes an employee who is on temporary layoff to return to work, it must give him a return to work notice designating the time **EDE** wishes the employee to return to work. The temporarily laid off full-time and part-time **24/7** availability employee in a scheduling group, with the earliest date of hire will be the first employee recalled, subject to his or her skill, ability and physical fitness to perform the work required.
- 24(6) If an employee fails to return to work within seven consecutive days after **EDE** gives the employee a return to work notice, the employee is not entitled to termination notice or termination pay if **EDE** decides to terminate the employee's employment as a result of the employee's failure to return to work in accordance with the return to work notice.

25. Termination of Employment

- 25(1) EDE may terminate the employment of an employee for cause.
- 25(2) An employee whose employment is terminated for cause **is** not entitled to any notice of termination or pay in lieu of notice of termination or any other payment other than unpaid wages, unless the person terminated for cause files a grievance and it is determined by the arbitration board that EDE did not have cause to terminate the person's employment.
- 25(3) EDE has cause to terminate an employee's employment if the employee
- (a) fails to report for work two times in any six month period without reasonable explanation or permission,
 - (b) leaves work early two times in any six month period without reasonable explanation or permission,
 - (c) reports for work late three times in any six month period without reasonable explanation or permission,
 - (d) uses, possesses or unlawfully offers for sale alcohol or drugs or both while at the SCC or while on duty, with the exception of consumption of alcohol which has been authorized by a Department Head,
 - (e) steals or is dishonest or *disrespectful to* customers or other employees, including employees of EDE who are not represented by the Union,
 - (9)** is insubordinate; or
 - (g) engages in other misconduct, which constitutes cause.

26. No Strike or Lockout

26(1) Neither the Union nor the employees may engage in a strike or work slowdown unless entitled to do so under the Labour Relations Code.

26(2) EDE may not lockout the employees unless entitled to do so under the Labour Relations Code.

27. **Union Activity**

27(1) EDE acknowledges that the Labour Relations Code provides that an employer may not discriminate against a person in regard to a term of condition of employment because the person is a member of or an applicant for membership in a trade union or has exercised any right under the Labour Relations Code.

27(2) No employee may solicit membership in the Union or in any other trade union or engage in any activity on behalf of the Union while at the SCC or elsewhere and on duty, unless permitted to do so in writing by EDE.

27(3) The Union may designate in writing and EDE agrees to recognize one union steward and one alternate union steward for each of the following departments:

- (i) Maintenance;
- (ii) Banquets;
- (iii) Event Services;
- (iv) Kitchen and Stewards; and
- (v) Accounting.

27(4) A union steward may attend any meeting under 31(1), 31(4) and 31(7), if invited by the grievor.

27(5)

- (a) A union steward is entitled to interview employees and review schedules during the union steward's rest breaks and within one hour of the start or end of the union steward's shift or such longer period as the General Manager of the SCC or his or her designate may designate in writing in response to a specific request for an extension.
- (b) A union steward may only interview an employee during an employee's meal or rest breaks, unless otherwise permitted by EDE.
- (c) A union steward exercising his or her rights under 27(5)(a) or 27(5)(b) may not interfere with EDE's operations or business.

27(6)

- (a) A duly authorized representative of the Union shall be entitled on an occasional basis, after notifying the General Manager or his or her designate, to visit the Shaw Conference Centre for the purpose of interviewing members and ensuring that the terms of the collective agreement are being observed. **Such** visits may not interfere with **EDE's** operations or business. Employee interviews may only be held in a place designated by the General Manager or his or her designate.
- (b) **If** either party deems that the provisions of 27(6) are being abused, a mediator may be requested to inquire into and assist the parties in resolution of any issues.

28. Union Dues

- 28(1) EDE agrees to deduct from the wages of all full-time and part-time employees covered by this collective agreement, Union dues. These deductions shall commence with the first pay period and shall be forwarded to the Union, not later than the fifteenth day of the following month, accompanied by a list of full-time and part-time employees from whom deductions have been made.
- 28(2) EDE agrees to supply, on a quarterly basis to the Union a statement showing the names and classification of full-time and part-time employees and to include annual Union dues on employees' T-4 slips.

29. Bulletin Board

- 29(1) EDE agrees to allow the Union to use two bulletin boards (one in the kitchen and one in the employees' lunchroom) for the posting of Union notices.
- 29(2) The Union may not post a notice on the bulletin boards until **the** General Manager of SCC or his or her designate has endorsed his or her approval by initialling the notice.

30. Grievance and Arbitration Procedure

30(1) An employee, the Union or EDE may file a grievance.

31. An Employee Grievance

- 31(1) An employee may wish to discuss his or her complaint with his or her supervisor. Should the employee be unable to discuss his or her complaint with his or her supervisor, he or she may proceed immediately to **31(2)**.
- 31(2) If a discussion between the employee and the supervisor does not resolve the employee's complaint, the employee may file a grievance with the department manager.
- 31(3) A grievance must be given to the department manager within ten calendar days of the occurrence of the event which is the subject matter of the employee's complaint.
- 31(4) The department manager or his or her designate must meet with the grievor within five calendar days of the date the grievor gives the grievance to the department manager under **31(3)**.
- 31(5) The department manager must prepare a written response and give it to the Union within ten calendar days of the meeting under **31(4)**.
- 31(6) If the department manager dismisses the grievance in the written response under **31(5)**, the grievor may file a request to meet with the general manager of the **SCC** or his or her designate within ten calendar days of the date the department manager gave the written response under **31(5)**.
- 31(7) The general manager of **SCC** or his or her designate must meet with the grievor within ten calendar days of the date the grievor gave the request to meet to the general manager under **31(6)**.
- 31(8) The general manager of **SCC** or his or her designate must prepare a written response and give it to the Union within ten calendar days of the meeting under **31(7)**.
- 31(9) If the general manager of **SCC** or his or her designate dismisses the grievance in the written response under **31(8)**, the Union may file an arbitration notice with the president of **EDE**.

31(10) An arbitration notice must be given to the president of EDE within twenty-one calendar days of the date on which the general manager of SCC or his or her designate gave the written response under 31(8).

31(11) A union steward may attend any meeting under 31(1), 31(4) and 31(7) to which he or she is invited by the grievor.

32. A Union Grievance

- 32(1) The Union may file a grievance which affects more than one employee or the Union with the general manager of **SCC** or his or her designate.
- 32(2) A grievance must be given to the general manager of **SCC** or his or her designate within ten calendar days of the occurrence of the event which is the subject matter of the grievance.
- 32(3) The general manager of **SCC** or his or her designate must meet with the Union within ten calendar days of the date the Union gave its grievance to the general manager of **SCC** or his or her designate under **32(2)**.
- 32(4) The general manager of **SCC** or his or her designate must prepare a written response to the grievance and give it to the Union within ten calendar days of meeting under **32(3)**.
- 32(5) If the general manager of **SCC** or his or her designate dismisses the grievance in the written response under **32(4)**, the Union may file an arbitration notice with the president **of EDE**.
- 32(6) An arbitration notice must be given to the president of **EDE** within twenty-one calendar days of the date on which the general manager of **SCC** or his or her designate gave the written response under **32(4)**.

33. An EDE Grievance

- 33(1) EDE may file a grievance with the business manager of the Union.
- 33(2) A grievance must be given to the business manager of the Union within ten calendar days of the occurrence of the event which is the subject matter of the grievance.
- 33(3) The business manager of the Union must meet with the general manager of SCC or his or her designate within ten calendar days of the date EDE gave its grievance to the business manager of the Union under 33(2).
- 33(4) The business manager of the Union must prepare a written response to the grievance and deliver it to EDE within ten calendar days of the meeting under 33(3).
- 33(5) If the business manager of the Union dismisses the grievance in the written response under 33(4), EDE may file an arbitration notice with the business manager of the Union.
- 33(6) An arbitration notice must be given to the business manager of the Union within twenty-one calendar days of the date the business manager of the Union delivered the written response under 33(4).

34. Arbitration Board

- 34(1) EDE or the Union, within fourteen calendar days of receipt of an arbitration notice, must inform the sender of the arbitration notice of its nominee to the arbitration board.
- 34(2) Alan Beattie, Q.C. and Robert Abells, Q.C. on a rotating basis, is chair of any arbitration board established under this collective agreement.
- 34(3) The chair of the arbitration board is responsible for convening a hearing as soon as is reasonably practicable.
- 34(4) A decision of the majority of the members of the arbitration board is the decision of the arbitration board, but if there is no majority, the decision of the chair governs and is deemed to be the decision of the arbitration board.
- 34(5) The decision of the arbitration board is final and binding.
- 34(6) The chair of the arbitration board must serve the award of the arbitration board on the parties by double registered mail or personally.
- 34(7) The arbitration board by its award may not alter, amend or change the terms of this collective agreement.
- 34(8) If the arbitration board determines that EDE had cause to terminate or otherwise discipline an employee for whatever reason, it may none the less, substitute some other penalty that is just and reasonable in the circumstances.
- 34(9) The expenses and remuneration of a nominee to the arbitration board must be paid by the party who appointed the nominee.
- 34(10) The expenses and remuneration of the chairman of the arbitration board shall be borne equally by the parties.

35. General Provisions for Grievances and Arbitrations

- 35(1)** If the recipient of a grievance fails to respond within the time limits prescribed, the grievance may be advanced to the next step as if the recipient of a grievance responded in a timely manner and dismissed the grievance.
- 35(2)** If the initiator of a grievance fails to follow the procedures and time limits prescribed in filing the grievance, the grievance is deemed to be abandoned.
- 35(3)** The time limits under **31(3), 31(4), 31(5), 31(6), 31(7), 31(8), 31(10), 32(2), 32(3), 32(4), 32(6), 33(2), 33(3), 33(4), 33(6)** and **34(1)** may be extended if the parties agree in writing.
- 35(4)** If a time limit under **31(3), 31(4), 31(5), 31(6), 31(7), 31(8), 31(10), 32(2), 32(3), 32(4), 32(6), 33(2), 33(3), 33(4), 33(6)** and **34(1)** expires on a Saturday, a Sunday or a general holiday, the time limit is deemed to include the next working day.

36. Notice

36(1) Any notice given under this collective agreement must be in writing and is deemed to have been given only if personally delivered or mailed by prepaid registered mail or delivered by facsimile, in the case of EDE, to

Economic Development Edmonton
c/o General Manager of the Shaw Conference Centre
9797 Jasper Avenue
Edmonton, Alberta
T5J 1N9

Fax: **(780) 425-5121**

in the case of the Union, to

The President
United Food and Commercial Workers Union, Local No. **401**
14040 – 128 Avenue
Edmonton, Alberta **T5L 4M8**

Fax: **(780) 451-3099**

and in the case of an employee, to the address set out in a recall notice.

36(2) Any notice personally delivered under **36(1)** is deemed to have been given when personally delivered and any such notice mailed in the manner set out above is deemed to have been given five days after posting. Any notice delivered by facsimile is deemed to have been given on the confirmation date of the facsimile.

36(3) In the event of a disruption or threatened disruption of the regular mail service, a notice is deemed to have been given only if personally delivered or delivered by facsimile.

36(4) EDE and the Union may change an address under **36(1)** by sending notice of the change of address to the other party.

37. Health and Safety Committee

- 37(1) **EDE** agrees to establish a health and safety committee to promote the maintenance of a healthy work environment and safe work practices among employees, and to submit constructive recommendations to the **EDE** manager responsible for occupational health and safety. The committee will consist of three representatives from **EDE** management and three employees appointed by the Union. **EDE's** manager responsible for occupational health and safety will be the chair of the committee.
- 37(2) The health and safety committee meets at the call of the chair of the committee and shall meet a minimum of once every three months.
- 37(3) Employees who serve on the health and safety committee shall be compensated at his or her regular straight time hourly wage rate for time spent attending committee meetings.

38. Definitions

38(1) In this collective agreement,

- (a) “arbitration notice” means a written statement by the Union, if the grievance is filed by an employee or the Union, notifying the president of EDE that the Union wishes to submit a grievance to the arbitration board and naming its nominee to the arbitration board or a written statement by EDE, if the grievance is filed by EDE, notifying the business agent of the Union that EDE wishes to submit a grievance to the arbitration board and naming its nominee to the arbitration board.
- (b) “breaks” means the time between the start and end of a shift when an employee is not required to work.
- (c) “casual employee” means a person who works for EDE 5 shifts or less in a calendar year. If a casual employee works more than 5 shifts, he or she will be reclassified as a part-time employee.
- (d) “employee” means a person who is employed by EDE to do work who is in receipt of wages but does not include
 - (i) a person who exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations or
 - (ii) any other person who is excluded from the bargaining unit described in Appendix A.
- (e) “Employment Standards Code” means the Employment Standards Code, R.S.A. 2000, c.E-9, as amended.
- (9) “end date” means two years after date of ratification and the same date of any subsequent year this collective agreement is in force under 2(3).
- (g) “full-time employee” means an employee who regularly works eight or more hours in a work day and forty or more hours in a work week, excluding unpaid breaks.

- (h) "general holiday" means any of the days designated as general holidays in the Employment Standards Code and under 11(1).
- (i) "grievance" means a statement alleging that either EDE, the Union or an employee has violated a specific term or terms of the collective agreement by engaging in or failing to perform specified ads and the dates on which they occurred and setting forth the desired remedy.
- (j) "grievor" means the employee who signs a grievance.
- (k) "Human Rights, Citizenship and Multiculturalism Act" means the Human Rights, Citizenship and Multiculturalism Act, R.S.A. 2000, c. H-14, as amended.
- (l) "Labour Relations Code" means the Labour Relations Code, R.S.A. 2000, c. L-1, as amended.
- (m) "management rights" means the rights set out in 3(1) and 3(2).
- (n) "overtime hours" in a work day are the total of an employee's hours of work in excess of eight on a work day.
- (o) "overtime hours" in a work week are
 - (i) the total of an employee's hours work in excess of eight on each work day in the work week, or
 - (ii) an employee's hours of work in excess of forty hours in the work week, whichever is greater, and, if the hours in (i) and (ii) are the same, the overtime hours are those common numbers.
- (p) "overtime rate of pay" is the product of an employee's rate of pay from Table A and 1.5.
- (q) "part-time employee" means an employee who is:
 - (i) not a full-time employee;
 - (ii) works irregular hours; and

- (iii) is scheduled to work by **EDE** or is eligible to call in or be called in for shifts at the sole discretion of **EDE**.

- (r) "position" means a position designated in Table A.

- (s) "probationary employee" means an employee who has worked less than three months calculated from the date he or she worked his or her first shift.

- (t) "recall notice" means a written statement signed by an employee setting out the address at which the employee may be reached while on temporary layoff.

- (u) "regular rate of pay" means an employee's base salary and does not include overtime pay, vacation pay, general holiday pay, tips, gratuities or other pay.

- (v) "return to work notice" means a written statement from **EDE** to an employee setting out the date and time an employee is to return to work.

- (w) "revocation statement" means the form attached as Appendix E" when completed and signed by an employee.

- (x) "shift" means a period following the time an employee is scheduled to commence work and ending when the employee is scheduled to stop working.

- (y) "temporary layoff" means a layoff of fifty-nine consecutive days or less.

- (z) "wages" means a sum payable to an employee for regular hours and overtime hours worked and vacation pay.

- (aa) "work day" means the period beginning immediately after midnight and ending at midnight the same day.

- (bb) "work slowdown" includes the intentional reduction of activity by employees for any reason.

- (cc) "work week" means the period beginning immediately after midnight on Sunday and ending at midnight the following Sunday.

This collective agreement has been executed in duplicate on the dates indicated below.

Shaw Conference Centre, a Division of
Economic Development Edmonton

Per: Allen E. Scott

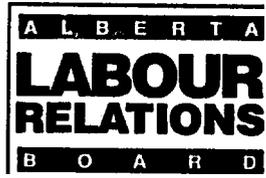
Nov 22, 2002
Date

United Food and Commercial Workers Union Local
No. 401, Chartered by the United Food and
Commercial Workers International Union, A.F.L.,
C.I.O.

Per: Att

Nov 22, 2002
Date

Appendix A



C E R T I F I C A T E

**United Food and Commercial Workers Union,
Local No. 401**

is certified as the bargaining agent for a unit of employees of

Economic Development Edmonton

described as

All employees at the Shaw Conference Centre
except office, clerical and security personnel.

Vice Chair

Alberta Labour Relations Board

File Number: CR-02846
BR-13287

Certificate Number: 2-2001

January 19, 2001

Appendix B

I, _____, revoke the available anytime declaration previously delivered to Economic Development Edmonton declaring my availability to work twenty-four hours per day and seven days per week, excluding scheduled vacation time. I acknowledge that this revocation results in my giving up shift schedule priority under article 7 of the Collective Agreement dated _____. This revocation is effective immediately.

_____ Date

_____ Employee's signature