

Collective Agreement

- Between -

Shaw Conference Centre (hereinafter referred to as “SCC”),
A Division of Edmonton Economic Development Corporation
(hereinafter referred to as “EEDC”)

- And -

United Food and Commercial Workers Canada Union, Local No. 401,
(hereinafter referred to as “the Union”)

Renewal: ***November 22nd, 2020***

12993 (05)

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A Division of Edmonton Economic Development Corporation
(hereinafter referred to as “EEDC”)

- and -

United Food and Commercial Workers Canada Union,
Local No. 401 (hereinafter referred to as “the Union”)

SCC and the Union agree as follows:

Article 1 – Certified Bargaining Agent

- 1.01 Edmonton Economic Development Corporation (EEDC) recognizes the Union as the exclusive bargaining agent for all the employees of the EEDC at the Shaw Conference Centre (SCC) except office, clerical, and security personnel.
- 1.02 Certificate Number 78-2010 is Appendix “A” to this Collective Agreement.

Article 2 – Term of Collective Agreement

- 2.01 This Agreement shall be in full force from **November 23rd, 2016** and continue in full force and effect

through **November 22nd, 2020**, and from year to year, thereafter, except as hereinafter provided.

Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party, not less than sixty (60) days or more than one hundred twenty (120) days prior to the anniversary of this Agreement.

2.02 In the event that either party gives notice to the other party in accordance with 2.01 above, this Agreement will remain in effect until such times as the Union commences strike action, or the Company commences lockout action, in accordance with the Alberta Labour Relations Code.

2.03 If no written notice under 2.02 is given, this Collective Agreement will be renewed for a twelve (12) month period.

Article 3 – Management Rights

3.01 SCC has the right to manage its business as it sees fit, in accordance with the provisions of this Agreement, 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 for cause and impose any other discipline with cause,
- (h) Maintain order,
- (i) Terminate an employee with cause,
- (j) Demote an employee for cause,
- (k) Make reasonable 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. Management may enforce such rules provided that such rules have been previously brought to the attention of the affected employees.
- (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 SCC who are not represented by the Union.

3.02 SCC may exercise any Management rights which are not expressly limited by this Collective Agreement.

Article 4 – Rule-Making

4.01 SCC agrees to comply with all applicable Human Rights legislation and all Company policies on sexual harassment and discrimination.

4.02 All SCC employees shall be treated with dignity and respect by both SCC and the Union.

Article 5 – Classification of Employees

5.01 An employee is either a full-time, part-time, casual, or probationary employee.

5.02 An employee holds one of the positions set out in Table A in Article 9.01 or subsequently incorporated into Table A as a result of SCC serving notice on the Union that it intends to amend Table A (see Article 9.03).

Article 6 – Hours of Work

6.01 A full-time employee regularly works eight (8) or more hours in a work day and forty (40) or more hours in a work week, excluding unpaid breaks.

- 6.02 A part-time employee works irregular hours and is scheduled to work by SCC or is eligible to call-in or be called in for shifts at the sole discretion of SCC in accordance with Article 7, the duration of which shall be no less than three (3) hours for each particular shift.
- 6.03 A casual employee works irregular hours at the sole discretion of SCC, and when provided with a shift the duration of such shift shall be no less than three (3) hours for each particular shift.
- 6.04 During an eight (8) hour shift, an employee is entitled to take a one-half (1/2) hour unpaid meal break and two (2), fifteen (15) minute paid rest breaks. An employee who works a shift which is greater than five (5) hours but less than eight (8) hours is entitled to take a one-half (1/2) hour unpaid meal break and one (1), fifteen (15) minute paid rest break during the shift. An employee who works a shift which is five (5) hours or less is entitled to a fifteen (15) minute paid rest break during the shift. An employee who works ten (10) or more hours in a day shall receive an additional fifteen (15) minute paid rest break (excluding employees on a compressed work week i.e. four (4) ten (10) hour shifts). Work load will determine whether or not this break is provided for within the overtime shift or paid for as an additional fifteen (15) minutes at the end of the overtime shift.
- 6.05 The hours of work set out in 6.01 does not constitute a guarantee by SCC that a full-time employee will always work the hours set out in 6.01.

6.06 Where SCC requires mandatory attendance to staff meetings, the time shall be considered time worked and compensated for except where attendance by an employee is on a voluntary basis. SCC must clearly inform the employees if the staff meeting is voluntary.

6.07 Recording of Time

The SCC shall provide a time recording device to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the SCC.

Approval of employee inputted time is required by the Manager or his/her designate.

Article 7 – Shift Schedule

7.01 SCC shall post shift schedules by no later than Friday noon of each week, for the Monday ten (10) days following. SCC reserves the right to amend schedules according to business requirements. Twenty-four (24) hours notice will be provided to employees of schedule changes unless SCC received changes to an event within twenty-four (24) hours of the date of the event. Schedules shall be posted for the following “scheduling groups”:

- (a) Kitchen
 - (i) Garde Manager
 - (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) Wait Staff Supervisor(s)
 - (ii) Wait Staff
 - (iii) Bartender Supervisor(s)

- (iv) Bartender
- (v) Linen Keeper
- (vi) Cashiers

7.02 With the exception of all part-time employees in the Banquet scheduling groups, all employees in the Maintenance scheduling groups, and the following employee numbers in the Housekeeping scheduling group: 2910, 4251, 4534, all remaining employees shall be required to declare their restrictions as to their shift availability. This shift declaration shall be completed no later than September 1st of each year. Fourteen (14) days prior to September 1st, SCC will post a notice requiring each employee to complete their shift declaration.

Notwithstanding the above, each employee will be entitled to make a change to their shift declaration once per annual cycle – September 1st – August 31st.

An employee's shift declaration remains valid until the employee chooses to change the shift declaration in accordance with the above.

Should an employee desire to change their availability declaration in times other than those provided above, SCC will be under no obligation to accept the changes unless the reasons provided for the change are acceptable to SCC.

- (a) Article 7.02 applies to all employees hired prior to **June 7th, 2013**.
- (b) Effective **June 7th, 2013**, all new hires will be required to complete a shift declaration prior to commencing employment with SCC.

- (c) Employees who declare a need for a restricted shift schedule, will be deemed to be part-time and scheduled accordingly.
- (d) Full-time 24/7 employees who change or restrict their availability for work will be deemed to be part-time and scheduled accordingly.

7.03 Scheduling within the Banquet department shall be as follows:

- (a) Full-time Wait Staff Supervisor(s) **and** Bartender Supervisor(s) will be assigned the maximum available shifts in accordance with their seniority within their scheduling group subject to the employee's availability and business volumes.
- (b) Full-time Wait Staff, Bartender, Cashiers, and the Linen Keeper will be assigned the maximum available shifts in accordance with their seniority within their scheduling group subject to the employee's availability and business volumes.
- (c) Part-time employees will be eligible to call-in and request shifts, or to be called in by SCC and offered shifts, and shall be assigned shifts after full-time employees. These employees will not have a posted shift schedule as outlined in **Article 7.01**.
- (d) Notwithstanding this article, Employee 4584, until such time their availability changes, and part-time Wait Staff Supervisor(s) **and** part-time

Bartender Supervisor(s) shall not be required to call in but shall have their schedules posted. Additionally, Employee 4584, until such time their availability changes, shall be assigned one (1) shift per week more than all other part-time Wait Staff subject to business volumes.

- (e) Wait Staff Supervisor(s) **and** Bartender Supervisor(s), shall be assigned work in any of the seven (7) scheduling groups in the Banquet department prior to the assignment of work to all other employees in those scheduling groups provided that the assignment of shifts does not result in the payment of overtime.

7.04 Scheduling within the Event Services department, Kitchen department, and Accounting department shall be as follows:

- (a) Full-time employees will be assigned the maximum available shifts in accordance with their seniority within their scheduling group subject to the employee's availability and business volumes.
- (b) Part-time employees will be assigned shifts in accordance with their seniority within their scheduling group after full-time employees subject to the employee's availability and business volumes.
- (c) Event Services Crew Supervisor(s) shall be assigned work in either the Crew or Crew Supervisors scheduling groups in the Event Services department prior to the assignment of work to all other employees in those scheduling

groups provided that the assignment of shifts does not result in the payment of overtime.

- (d) Housekeeping Supervisor(s) shall be assigned work in either the Housekeeping or Housekeeping Supervisor scheduling groups in the Event Services department prior to the assignment of work to all other employees in those scheduling groups provided that the assignment of shifts does not result in the payment of overtime.

7.05 Maintenance employees will work in accordance with the shift schedule developed for the area.

7.06 A full-time employee may occasionally request not more than two (2) consecutive non-vacation days off for personal reasons, in advance of the schedule being posted under **Article** 7.01. Granting of requests for days off for personal reasons is subject to the operational requirements of SCC and is at the sole discretion of SCC although such requests shall not be unreasonably denied.

7.07 (a) Notwithstanding **Article** 7.04, SCC may schedule Chefs de Partie and Floor Stewards with a greater number of shifts and ahead of those employees referred to in **Article** 7.04 regardless of the Chefs de Parties' and Floor Stewards' date of hire.

(b) ***All other Employees will be scheduled by seniority based on their availability and qualifications for the most available hours on any given day or week. Seniority, qualifications, and availability are***

considered to be of equal value and consideration.

- 7.08 It is acknowledged that SCC 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.
- 7.09 Casual employees may be assigned shifts at the sole discretion of SCC when there are not enough full-time and part-time employees available to be scheduled under **Articles** 7.03, 7.04, or 7.05.
- 7.10 *All full-time employees will have as a minimum ten (10) hours off work before the next scheduled shift unless mutually agreed to otherwise.***
- 7.11 *It shall be the SCC responsibility to notify all employees affected by a change in their schedule after the schedule has been posted.***

Article 8 – Overtime Hours

- 8.01 SCC may ask an employee to work overtime hours.
- 8.02 All overtime must be authorized by SCC.
- 8.03 It is understood that overtime is voluntary and shall be first offered to the most senior employees on shift working the event where the overtime is required. Should there not be enough volunteers to work the requested overtime, the SCC shall be entitled to assign the overtime to employees on shift, in reverse order of seniority.

8.04 “Overtime hours” in a work week are:

- (a) The total of an employee’s hours worked in excess of eight (8) hours on each work day in the work week, or
- (b) An employee’s hours of work in excess of forty (40) 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.

8.05 All overtime hours shall be paid at the rate of one and one half (1 ½ ~~X~~) times an employee’s rate of pay.

Article 9 – Rates of Pay – Table A

9.01 Employees will be paid according to the following schedule:

Probationary rates for all positions is **one** (\$1.00) **dollar** less.

<i>Department/Position</i>	<i>Current</i>	<i>Nov 23/16 – Nov22/17</i>	<i>Nov 23/17 – Nov22/18</i>	<i>Nov 23/18 – Nov22/19</i>	<i>Nov 23/19 – Nov22/20</i>
		1.50%	1.50%	1.25%	1.25%
Banquet					
Wait Staff Supervisor	15.42	15.65	15.89	16.08	16.29
Wait Staff 1	13.26	13.46	13.66	13.83	14.00
Wait Staff 2	12.56	12.75	12.94	13.10	13.27
Linen Keeper	15.42	15.65	15.89	16.08	16.29
Bartender Supervisor	15.42	15.65	15.89	16.08	16.29
Bartender	12.91	13.10	13.30	13.47	13.63
Cashier	12.56	12.75	12.94	13.10	13.27
Maintenance					
Electrician	42.20	42.83	43.48	44.02	44.57
Maintenance Engineer 1	29.71	30.16	30.61	30.99	31.38
Maintenance Engineer 2	34.92	35.44	35.98	36.43	36.88
Maintenance Engineer 3	37.02	37.58	38.14	38.62	39.10
Carpenter	37.11	37.67	38.23	38.71	39.19
Carpenter helper	27.05	27.46	27.87	28.22	28.57
Painter	28.94	29.37	29.81	30.19	30.56
Yardman	20.44	20.75	21.06	21.32	21.59
Yardman Helper	19.00	19.29	19.57	19.82	20.07
Casual Labour	19.74	20.04	20.34	20.59	20.85
Event Services/Housekeeping					
Event Services Supervisor	21.88	22.21	22.54	22.82	23.11
Event Services Crew	17.57	17.83	18.10	18.33	18.56
Housekeeping Supervisor	21.88	22.21	22.54	22.82	23.11
Housekeepers	16.85	17.10	17.36	17.58	17.80
Kitchen/Stewarding					
Assistant Pastry Chef	25.34	25.72	26.11	26.43	26.76
Senior Chef de Partie	25.34	25.72	26.11	26.43	26.76
Cook 1 - Chef de Partie	23.31	23.66	24.01	24.31	24.62
Cook 2 - Demi Chef	20.44	20.75	21.06	21.32	21.59
Cook 3 - Commis	17.70	17.97	18.23	18.46	18.69
Apprentice Cook 1	14.71	14.93	15.15	15.34	15.54
Apprentice Cook 2	16.85	17.10	17.36	17.58	17.80
Apprentice Cook 3	17.38	17.64	17.91	18.13	18.36
Kitchen Helper	14.71	14.93	15.15	15.34	15.54
Kitchen Porter	17.70	17.97	18.23	18.46	18.69
Steward	16.14	16.38	16.63	16.84	17.05
Kitchen Steward	16.85	17.10	17.36	17.58	17.80
Steward Supervisor	21.17	21.49	21.81	22.08	22.36
Accounting					
Receiver	19.65	19.94	20.24	20.50	20.75
Parking Lot Cashiers	13.99	14.20	14.41	14.59	14.78

* Wage Re-Opener (arbitrational on wages only; no strike – no lock-out). Key Measure to stimulate the wage re-opener in year three (3) or year four (4) will be if the average of collective bargaining settlements as posted on the Alberta Labour Relations website exceeds the minimum of **one and a quarter (1.25%)** percent agreed to in year three (3) and year four (4).

Retroactive pay on all hours paid since the expiry of the Collective Agreement.

** The Maintenance Engineer 3 (3rd class) classification shall be eliminated upon the retirement or termination of employment of the following grandfathered employees: 5092, 5219, 5861, 6012. New employees shall be hired into Class 4 or 5 as is required. Existing grandfathered employees with Class 4 or 5 can achieve Class 3 pay level upon writing and passing the appropriate examination for that level 3 classification (Boilers Branch).

9.02 SCC agrees to pay the overtime rate of pay for an employee's overtime hours.

9.03 SCC and the Union agree that, should SCC decide to introduce a new position in this Collective Agreement, the parties will meet prior to the implementation of such position to determine the rate of pay. Should the parties fail to come to an agreement on a rate of pay for the new position, this issue will be subject to the grievance procedure.

9.04 SCC charges gratuities to its customers relating to the sale of food and beverage. Employees in the Banquets Department in those positions set out in 9.01 are entitled to a distribution of fifty-five (55%) percent of gratuities charged by SCC 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 (3) classifications of Banquet employees as follows:
 - (i) Classification 1 consists of Wait Staff Supervisor **and** Bartender Supervisors;
 - (ii) Classification 2 consists of Wait Staff #1, Wait Staff #2, Bartenders, Linen Keepers, and Cashiers;
 - (iii) Classification 3 consists of Ansuya Tailor. This classification will remain in effect until Ms. Tailor ceases to be in her current position.
- (b)
 - (i) Employees in Classification 1 shall be entitled to ten (10) points for the purposes of calculating gratuity entitlements;
 - (ii) Employees in Classification 2 shall be entitled to eight (8) points for the purposes of calculating gratuity entitlements;
 - (iii) Employees in Classification 3 shall be entitled to eleven (11) points for the purposes of calculating gratuity entitlements.
- (c) For each pay period SCC 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 9.04(c)(i) shall be divided into fifty-five (55%) percent of the total gratuities charged to SCC customers for that pay period. The result of this calculation shall be the value per point.

(iii) The value per point arrived at in 9.04(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 SCC 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 x .34= \$3.40/hr
Classification 2	8 x .34= \$2.72/hr
Classification 3	11 x .34= \$3.74/hr

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

9.05 Shift Premium

All shifts which commence between 23:00 hours and 03:00 hours shall be eligible to receive a shift premium of one dollar **and fifty (\$1.50) cents** per hour, for all hours of said shift. This premium to become effective on date of ratification.

Article 10 – Payment of Wages

10.01 SCC agrees to pay an employee all wages earned since the preceding payday every second Friday. SCC will accommodate all employees who prefer to be on a direct deposit payroll system.

10.02 SCC 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.

Article 11 – General Holidays and General Holiday Pay

11.01 SCC recognizes the following General Holidays:

New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

11.02 SCC reserves the right to require an employee to work on a General Holiday.

11.03 SCC 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 11.01.

11.04 Full-time employees who work their regular scheduled work day prior to and following a General Holiday shall receive General Holiday pay in an amount equivalent to eight (8) hours at their regular hourly rate of pay for the General Holiday. In the event that a full-time employee is required to work on the General Holiday, the full-time employee will be paid at a rate of one and one half (1.5 X) times his/her regular hourly rate of pay for all regular hours worked on the General Holiday.

11.05 Subject to operational requirements, full-time employees may bank the General Holiday and take the General Holiday with pay within three (3) months of the date of banking. If it is not taken within three (3) 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.

- 11.06 A new employee is not entitled to a General Holiday if the employee has been employed less than fifteen (15) days prior to the General Holiday.

Article 12 – Vacations and Vacation Pay

- 12.01 SCC agrees to pay vacation pay in accordance with the Employment Standards Code as follows:

(a) Two (2) weeks (ten (10) days) annual vacation after each of the first four (4) years of employment with vacation pay based on four (4%) percent of the employee's regular rate of pay; and

(b) Three (3) weeks (fifteen (15) days) annual vacation after five (5) consecutive years of employment with vacation pay based on six (6%) percent of the employee's regular rate of pay.

- 12.02 SCC agrees to provide to full-time employees an annual vacation with pay at the employee's regular rate of pay as follows:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
<u>FULL- TIME EMPLOYEES</u>	
1 - 7 years	3 weeks (15 days)

8 – 15 years	4 weeks (20 days)
16 years plus	5 weeks (25 days)

12.03 SCC 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 (1) employee in the same department asks for the same period of vacation, then, subject to operational requirements, SCC shall determine who is entitled to the preferred vacation time as follows:

- (a) First preference shall be given to full-time employees in accordance with their seniority;
- (b) Second preference shall be given to part-time employees in accordance with their seniority.

12.04 For full-time employees:

- (a) The time frame in which the vacation time earned in a calendar year can be used is from January 1st of the year in which the entitlement is earned to April 30th 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 employee's regular rate of pay. Bridging of one (1) 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 (3) 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 employee's 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 12.02 is based on the date that the employee commenced employment with SCC.

- 12.05 When an employee terminates during a calendar year, such employee shall be entitled to a pro-rata ratio of their annual vacation leave based on a comparison of the number of days worked in the calendar year to the total number of days in the calendar year.
- 12.06 Employees granted leaves of absence without pay in excess of ten (10) days, shall have their annual vacation entitlement reduced on a pro-rata ratio to reflect the total period of leave of absence.
- 12.07 Employees, who are on non-occupational disability in excess of thirty (30) consecutive days, shall have their annual vacation entitlement reduced on a pro-rated basis to reflect the entire period of absence.

Article 13 – Bereavement Leave

13.01 All employees eligible for benefits under Article 21 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, ***or for the purposes of bereavement. Employees not eligible for benefits under Article 21 will be granted bereavement leave with no pay.***

- (a) When death occurs in the employee's immediate family, the employee, upon request and approval received from his/her Department Head or his/her designate, prior to the leave being taken, will be granted leave for any three (3) consecutive regularly scheduled working days.
- (b) In case of current spouse, parent, or child, leave shall be a minimum of five (5) consecutive working days. Consideration shall be given to more time in special circumstances.
- (c) 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/her designate, prior to the leave being taken, will be granted leave for any half (1/2) regularly scheduled working day, but upon demonstrating the need for additional time due to extenuating circumstances, will be granted leave for one (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.

Article 14 – Medical/Dental Appointments for Full-Time Employees Only

- 14.01 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 three (3) hours. In cases of ongoing 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.
- 14.02 In order to qualify for leave for medical and dental appointments, a full-time employee must notify his/her Department Head or his/her designate at least two (2) days in advance, and obtain permission to take the desired leave.

Article 15 – Leave for Witness and Jury Duty

15.01 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 SCC. A part-time employee's leave will be without pay.

Article 16 – Maternity Leave, Parental Leave, and Adoption Leave

16.01 SCC agrees to discharge the obligations imposed on an employer, under all applicable legislation, to employees who are entitled to maternity leave, parental leave, and adoption leave.

Article 17 – Union Leaves

17.01 SCC agrees to grant necessary time off, without pay and without discrimination, to not more than two (2) employees designated by the Union, for a maximum of one (1) 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 (2) weeks, and provided a suitable replacement can be made available by SCC for the job involved. SCC agrees to pay employees for Union leave requested in

writing by the Union, and bill the Union the wage, gratuities, and benefit cost for the time requested.

- 17.02 The Union may appoint a bargaining committee to be composed of up to seven (7) employees appointed from the Union. For the purpose of negotiations, SCC 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 **Article** 17.01.
- 17.03 Full-time employees who work more than forty (40) hours in a week, including Union business, shall be eligible for the overtime provisions as outlined under Article 8. This article does not apply to employees who are on Union business for more than five (5) consecutive days.
- 17.04 It is understood that all Union leaves shall be treated as time worked for all purposes under the Collective Agreement.

Article 18 – Other Leave of Absence

- 18.01 Other leaves of absence, with or without pay, may in SCC'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.

All leaves will have a start and finish date and the employee will be expected to return to work on the first scheduled shift after the finish date.

Should the employee not return on the first scheduled shift after the finish date, the employee is deemed to have resigned from his or her employment with SCC.

18.02 Family Responsibility Leave

An employee is able to take up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

- (a) The care, health, or education of a child in the employee's care or,***
- (b) The care or health of any member of the employee's immediate family.***

Article 19 – Payment of Benefit Premiums while on Leave for Full-Time Employees

19.01 A full-time employee who is entitled to a leave of absence without pay for a period in excess of ten (10) consecutive regularly scheduled working days, must make arrangements, prior to commencing the leave, to pay the employee's share and SCC'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, SCC 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.

Article 20 – Benefits

- 20.01** SCC agrees to provide benefits and insurance plans to those employees classified as full-time employees.
- 20.02** Unless covered by similar benefits and insurance plans, SCC agrees to provide the same benefit and insurance plans for part-time employees who work an average of thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks. In the event that a part-time employee ceases to work an average of thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks, he or she shall no longer be entitled to benefits and insurance plans.
- 20.03** An employee may not file a grievance relating to the benefits and insurance plans in place under **Articles 20.01** and **20.02** relating to matters within the jurisdiction of the benefits providers and insurers.

Article 21 – RRSP Match for Full-Time Employees

- 21.01** SCC agrees to continue in effect the same RRSP match plan as that which was in effect on November 24th, 2000, for those Maintenance department employees classified as full-time.
- 21.02** All full-time employees or full-time equivalent employees will be eligible for participation in the RRSP match plan (to a maximum of six (6%)

percent) following one (1) year of full-time or full-time equivalent service. In the event that an employee ceases to work an average of thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks, he or she shall no longer be entitled to participate in the RRSP match plan.

Article 22 – Job Postings

- 22.01** SCC 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 SCC.
- 22.02** An employee who wishes to be considered for a position set out in a notice under **22.01** must deliver a written application before the date set out in the notice.
- 22.03** Qualifications then seniority will be the criteria used to fill vacancies. Where two (2) candidates have equal qualifications, the internal candidate will be given preference. Where two (2) internal candidates have equal qualifications, seniority shall be the determining factor.
- 22.04** SCC reserves the right to determine if a position is filled.

Article 23 – Layoff and Recall

- 23.01** SCC may place an employee on temporary layoff. In the case of temporary layoff for full-time 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.
- 23.02** An employee who is on temporary layoff is not entitled to termination notice or termination pay.
- 23.03** An employee who is on temporary layoff and wishes to be recalled to work must provide SCC with a recall notice within seven (7) calendar days of the commencement of his or her temporary layoff.
- 23.04** If an employee fails to provide SCC with a recall notice, SCC may direct any return to work notice under **23.05** to the last address SCC had for the employee before he/*she* was on temporary layoff.
- 23.05** If SCC wishes an employee who is on temporary layoff to return to work, it must give him or her a return to work notice designating the time SCC wishes the employee to return to work. The temporarily laid off full-time 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.
- 23.06** If an employee fails to return to work within seven (7) consecutive days after SCC gives the employee a return to work notice, the employee is not entitled to termination notice or termination pay if SCC 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.

Article 24 – Termination of Employment

24.01 SCC may terminate the employment of an employee for cause.

24.02 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 SCC did not have cause to terminate the person's employment.

24.03 SCC has cause to terminate an employee's employment if the employee:

- (a) Fails to report for work two **(2)** times in any six (6) month period without reasonable explanation or permission,
- (b) Leaves work early two **(2)** times in any six (6) month period without reasonable explanation or permission,
- (c) Reports for work late three **(3)** times in any six (6) 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 SCC who are not represented by the Union,
- (f) Is insubordinate; or
- (g) Engages in other misconduct, which constitutes cause.

Article 25 – Reprimands

25.01 All forms of discipline, which predate a disciplinary action by more than twelve (12) months of active employment, provided the employee has no further discipline in that twelve (12) month period, shall be removed from the employee's file and will not be used in evidence in any subsequent disciplinary proceeding in which the employee is involved.

Article 26 – No Strike or Lockout

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

26.02 SCC may not lockout the employees unless entitled to do so under the Labour Relations Code.

Article 27 – Union Activity

- 27.01** SCC 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.
- 27.02** 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 SCC.
- 27.03** The Union may designate in writing and SCC agrees to recognize the following Shop Steward complement for each of the following departments:
- (a) Maintenance – one (1) Steward and one (1) alternate;
 - (b) Banquets – two (2) Stewards and two (2) alternates;
 - (c) Event Services – one (1) Steward and one (1) alternate;
 - (d) Kitchen and Stewards – one (1) Steward and one (1) alternate; and
 - (e) Accounting – one (1) Steward and one (1) alternate.

27.04 A Shop Steward may attend any meeting under the Grievance Procedure, if invited by the grievor.

27.05 (a) Shop Steward is entitled to interview employees and review schedules during the Shop Steward's rest breaks and within one (1) hour of the start or end of the Shop 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 Shop Steward may only interview an employee during an employee's meal or rest breaks, unless otherwise permitted by SCC.

(c) A Shop Steward exercising his or her rights under **Articles 27.05(a)** or **27.05(b)** may not interfere with SCC's operations or business.

27.06 (a) Upon approval of the General Manager, or his or her designate, representatives of the Union shall be allowed access to the areas where employees within the scope of this Agreement are working, provided said representatives inform the General Manager, or his or her designate, of the reason for access and that such access does not interfere with the regular operation of the department or area. 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 **27.06** are being abused, a mediator may be

requested to inquire into and assist the parties in resolution of any issues.

- 27.07** (a) During the process of an investigation into a specific incident, where the employee is required to meet with a representative of SCC, the employee shall, should he or she so desire, be entitled to have a Shop Steward, who is on duty, or a Union Representative, present during such meeting. SCC shall inform the employee prior to such meeting taking place, of their right to representation from either a Shop Steward or a Union Representative. However, should the Shop Steward or the Union Representative be unavailable, SCC shall not be prevented from proceeding with the process of investigation.
- (b) When SCC is meeting with an employee to impose formal documented discipline or to discharge an employee, a Shop Steward, who is on duty, or a Union Representative will be present. When said employee declines representation, said employee may only do so after consultation with a Shop Steward or Union Representative.
- (c) When a Shop Steward is representing an employee in **27.07(a)** or **27.07(b)**, the Shop Steward will be compensated at his/her regular rate of pay for all time spent.
- 27.08** SCC will allow the Union to display one (1) official Union decal (no larger than 4" by 4") in five (5) mutually agreed upon locations at the SCC. Such Union decals would normally be placed in locations that are visible to visitors at the SCC.

27.09 SCC agrees to provide all new employees with information supplied from the Union outlining the benefits of Union membership.

Article 28 – Union Dues

28.01 SCC 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 (1st) pay period and shall be forwarded to the Union, not later than the fifteenth (15th) day of the following month, accompanied by a list of full-time and part-time employees from whom deductions have been made.

28.02 SCC 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.

28.03 *Upon mutual agreement the SCC may submit the dues electronically.*

Article 29 – Bulletin Board

29.01 SCC will provide two (2) lockable bulletin boards (no larger than 24" by 36") to be installed by SCC; one (1) in or near the kitchen and one (1) in or near the employees' lunchroom. The Union shall be permitted to post information regarding Union matters on the bulletin boards. Access to the bulletin boards will be shared between the Union

Representative and the ***Vice President, Human Resources, or his/her designate*** of the SCC.

Article 30 – Grievance Procedure

30.01 (a) Any complaint, disagreement, or difference of opinion between SCC and the Union or the employees covered by the Agreement which concerns the interpretation, application, operation, or alleged violation of the terms of this Agreement, shall be considered as a grievance.

(b) Any employee, the Union, or SCC may present a grievance. Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance, except for errors in respect to the employee's compensation which must be presented in writing within fifteen (15) days of the employee becoming aware of the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

Step 1: An employee shall normally discuss his or her complaint with his or her Manager. However, should the nature of the complaint relate to the Manager or the Manager's conduct, the employee may go directly to Step 2.

Step 2: An employee and/or Shop Steward and/or Union Representative can take up the matter with the SCC ***Vice***

President, Human Resources, or his or her designate. The **Vice President, Human Resources**, or his or her designate, shall respond to the concerned employee with an answer to his or her complaint within five (5) days.

Step 3: If an employee is not satisfied with the response in Step 2, the complaint will be put forward in written form to the **Vice President, Human Resources**, or his or her designate, within ten (10) days of receiving the answer in Step 2. The **Vice President, Human Resources**, or his or her designate, will respond to the formal written grievance within ten (10) days of receipt.

Step 4: If a satisfactory settlement can not be reached within fourteen (14) days following the conclusion of Step 3, the matter may then be referred to arbitration.

Article 31 – Arbitration Procedure

31.01 Should any grievance arise which is not satisfactorily resolved under the foregoing provisions, and should either the Union or SCC desire to carry the matter further, the matter shall then, by notice in writing within four (4) months of the completion of Step 4 be referred either by SCC or the Union to arbitration as provided below. If the matter is not referred to

arbitration within four (4) months of the completion of Step 4, the grievance is deemed to be abandoned.

- 31.02** The parties will have fifteen (15) days from the date of referral of the grievance to arbitration, to agree to have a single arbitrator hear the grievance.
- 31.03** An earnest effort will be made by both SCC and the Union to reach mutual agreement on the person to be requested to serve as the single arbitrator but if such agreement cannot be reached within fifteen (15) days of the date of agreement to use a single arbitrator, then the parties shall make joint application to the Mediation Service Branch under the Labour Relations Code of Alberta for assistance with the selection of the arbitrator.
- 31.04** In reaching its decision, the Arbitrator, shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may, however, interpret its provisions.
- 31.05** The expenses of the Arbitrator, shall be borne, equally, by **SCC** and the Union, unless otherwise provided by law.
- 31.06** If the Arbitrator determines that SCC had cause to terminate or otherwise discipline an employee for whatever reason, it may nonetheless, substitute some other penalty that is just and reasonable in the circumstances.

General Provisions for Grievances and Arbitrations

- 31.07** 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.
- 31.08** 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.
- 31.09** If mutually agreed upon, the time limits may be extended.
- 31.10** If a time limit expires on a Saturday, a Sunday or a General Holiday, the time limit is deemed to include the next working day.

Article 32 – Notice

- 32.01** 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 SCC, to

Shaw Conference Centre
c/o General Manager
9797 Jasper Avenue N.W.
Edmonton, Alberta T5J 1N9

Fax: (780) 917-7886

in the case of the Union, to

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

Fax: (780) 451-3099

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

32.02 Any notice personally delivered under **32.01** 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 (5) days after posting. Any notice delivered by facsimile is deemed to have been given on the confirmation date of the facsimile.

32.03 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.

32.04 SCC and the Union may change an address under **32.01** by sending notice of the change of address to the other party.

Article 33 – Health and Safety

33.01 SCC 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 SCC Manager responsible for occupational health and safety. The committee will consist of three (3) representatives from SCC Management and three (3) employees appointed by the Union. SCC's Manager responsible for occupational health and safety will be the chair of the committee.

33.02 The Health and Safety Committee meets at the call of the chair of the committee and shall meet a minimum of once every three (3) months. The SCC will post in all departments the minutes of such meetings within two (2) weeks of all meetings.

33.03 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.

Article 34 – Safety Footwear

34.01 Where SCC requires employees to wear safety footwear to perform their regular duties; such employees shall be entitled to a safety footwear allowance as follows:

- (a) Full-time employees to a maximum of one hundred fifty-**five (\$155.00)** dollars per calendar year.
- (b) Part-time employees will pay the first thirty (\$30.00) dollars of the total cost and **SCC** will pay the remaining total cost up to a maximum of one hundred **and five (\$105.00)** dollars.

The footwear must be CSA approved for Events Services and Maintenance departments. Non-slip or CSA approved footwear is required for Kitchen and Stewarding departments. Reimbursement will be made upon presentation of official receipt or if an employee obtains pre-approval, the outstanding amount not covered by **SCC** shall be deducted from their pay cheque.

Article 35 – Definitions

35.01 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 General Manager of SCC 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 SCC, if the grievance is filed by SCC, notifying the business agent of the Union that SCC 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 SCC **forty (40) hours** or less in a calendar year. If a casual employee works more than **forty (40) hours in a calendar year**, he or she will be reclassified as a part-time employee.

- (d) “Employee” means a person who is employed by SCC 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.
- (f) “Full-time employee” means an employee who regularly works eight (8) or more hours in a work day and forty (40) or more hours in a work week, excluding unpaid breaks.
- (g) “General Holiday” means any of the days designated as General Holidays in the Employment Standards Code and under Article 11.01.
- (h) “**Alberta** Human Rights Act” means the **Alberta** Human Rights Act, R.S.A. 2000, c. H-14, as amended.
- (i) “Labour Relations Code” means the Labour Relations Code, R.S.A. 2000, c. L-1, as amended.

- (j) “Management rights” means the rights set out in Articles 3.01 and 3.02.
- (k) “Overtime hours” in a work day are the total of an employee’s hours of work in excess of eight (8) on a work day.
- (l) “Overtime hours” in a work week are:
 - (i) The total of an employee’s hours worked in excess of eight (8) on each work day in the work week, or
 - (ii) An employee’s hours of work in excess of forty (40) 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.
- (m) “Overtime rate of pay” is the product of an employee’s rate of pay from Table A.
- (n) “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 SCC or is eligible to call in or be called in for shifts at the sole discretion of SCC.
- (o) “Position” means a position designated in Table A.
- (p) “Probationary employee” means an employee who has worked less than ninety (90) days

calculated from the date he or she worked his or her first shift. Part-time employees who work less than thirty-six (36) shifts in the first ninety (90) days of employment will be considered as a probationary employee for an additional ninety (90) days.

- (q) “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.
- (r) “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.
- (s) “Return to work notice” means a written statement from SCC to an employee setting out the date and time an employee is to return to work.
- (t) “Shift” means a period following the time an employee is scheduled to commence work and ending when the employee is scheduled to stop working.
- (u) “Temporary layoff” means a layoff of fifty-nine (59) consecutive days or less.
- (v) “Wages” means a sum payable to an employee for regular hours and overtime hours worked and vacation pay.

- (w) “Work day” means the period beginning immediately after midnight and ending at midnight the same day.
- (x) “Work slowdown” includes the intentional reduction of activity by employees for any reason.
- (y) “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.

Signed this _____ day of _____, **2017**.

Shaw Conference Centre,
a Division of Edmonton
Economic Development
Corporation

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

Company Committee:

Union Committee:

Al Schuster
Ellen Hollinger
Sam Cordeiro
Kugan Pillay
Richard Hossinger
Melissa Yeudall

Bana Simpson
Germaine Carson
Tammy Woo
Ashley Payne
Roger Kshyk
David Wallace
Andrew de Pruis
Dee Mae Beler
Al Olinek

This Agreement was ratified on **May 5th, 2017**.

Appendix A



C E R T I F I C A T E

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

is certified as the bargaining agent for a unit of employees of
Edmonton Economic Development Corporation

described as

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

Nancy E. Schlesinger

Vice Chair
Alberta Labour Relations Board

File Number: GE-05776 Certificate Number: 78-2010
BR-13287

March 8, 2010

Letter of Understanding

1. Employee Security

The parties hereby agree to refer those issues concerning the transfer of cash, phone repairs, kiosk repairs, and security concerns arising at large functions to the Health and Safety Committee outlined in Article **33** of this Agreement for discussion.

Signed this _____ day of _____, **2017**.

Shaw Conference Centre,
a Division of Edmonton
Economic Development
Corporation

United Food and Commercial
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Company Committee:

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Melissa Yeudall

Bana Simpson
Germaine Carson
Tammy Woo
Ashley Payne
Roger Kshyk
David Wallace
Andrew de Pruis
Dee Mae Beler
Al Olinek

This Agreement was ratified on **May 5th, 2017**.