

COLLECTIVE AGREEMENT

between

MACDONALD ISLAND PARK CORPORATION



-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1505**



Effective October 1, 2008 to December 31, 2011

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
	Preamble	1
1	Definitions	2
2	Management Rights	3
3	Recognition Clause	3
4	Check Off Of Union Dues	4
5	Union Bargaining Committee.....	5
6	Grievance Procedure	5
7	Seniority	8
8	Promotions and Vacancies	9
9	Lay-Offs and Recalls	10
10	Hours of Work.....	11
11	Overtime Compensation	13
12	Statutory Holidays	14
13	Vacation	16
14	Leave	17
15	Employee Benefit Plans	20
16	Discharge, Suspension and Discipline	21
17	No Strikes or Lock Outs	22
18	Severability	22
19	Terms of Agreement and Amendments	22
20	Health, Safety and Environment.....	22
21	Job Security	23
22	Rates of Pay	24
	Schedule "A" - Wages	25
	Schedule "B" Benefits.....	27
	Letter of Understanding Re: Cost of Living	28
	Letter of Understanding Re: Retention Bonus for 2008.....	29

COLLECTIVE AGREEMENT

between

MACDONALD ISLAND PARK CORPORATION
(hereinafter referred to as the "Employer")

of the first part

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as the "Union")

of the second part

PREAMBLE

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

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

Now therefore, it is agreed as follows:

ARTICLE 1 - DEFINITIONS

POSITION DEFINITIONS

- 1.01 "Full-time" shall mean positions posted for the regular hours of that classification on an annual basis and shall be a minimum of 35 hours per week.
- 1.02 "Part-time" shall mean a position posted for less than the regular hours of that classification on an annual basis. The hours may fluctuate depending on the needs of the organization.

EMPLOYEE DEFINITIONS

- 1.03 "Regular Employee" shall mean any employee who, has completed their probationary period and does not include term, relief or on call positions.
- 1.04 "Probationary Employee" shall mean a newly hired employee hired into any position other than a term, relief or on call position and is serving the required probationary period as per Article 7.03.
- 1.05 "Term Employee" shall mean an employee hired whose term of employment shall not exceed nine (9) calendar months. A term employee whose term of employment exceeds nine (9) calendar months shall be deemed a regular employee. The term of employment may be terminated at any time in the nine (9) month period with not less than one (1) weeks' notice in writing by the Employer. Term employees shall not be used to avoid filling a permanent vacancy or newly created position. Conditions of employment, including extensions of the term, shall be mutually agreed upon by the Employer and the union on a case by case basis.
- 1.06 "Relief Employee" shall mean an employee who is hired on a non-permanent basis to replace an existing employee who is on an approved leave of absence. The term of employment may be terminated at any time with not less than one (1) week's notice in writing by the Employer. In the event that the term of employment is less than one (1) month, no notice is required.
- 1.07 "On Call Employee (Casual)" shall mean an employee hired to meet a variety of circumstances such as overflow work situations and short term absences to a maximum of forty-eight (48) hours worked per occurrence. This Employee may work on an as-needed basis with no guaranteed hours of work. An On Call employee is not entitled to any rights or benefits arising out of the seniority provisions of this agreement. An On-Call employee may be terminated at any time, without notice, by the Employer, except as provided for in the Employment Standards Code. An On-Call Employee's term of employment shall not exceed one-thousand (1,000) hours worked in one calendar year. An On-Call Employee shall not be used to avoid filling a permanent vacancy or newly created position.

The Union shall be informed of all hours worked by any On-Call employees upon request to the Department.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION CLAUSE

3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of the Employer's employees as defined in Certificate 201-99.

3.02 It is agreed that persons whose regular jobs are not contained within the framework of the definition of the said Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for purposes of instruction, experimenting, emergencies, or short term absence of less than 7 hours when regular employees are not available and except where established practices have permitted same.

3.03 The Parties agree that whenever masculine or feminine is used in this Agreement, it shall be considered as if the alternate has been used, where this does not extend or change the original intent or meaning of the clause.

3.04 The Employer shall not enter into any agreement with any individual employee or groups of employees in the Bargaining Unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

3.05 Employer/Union Cooperation

The Parties to this Agreement recognize the mutual benefits from joint consultation on matters of mutual interest or concern. The Parties also agree to participate in cooperative discussions on a regular basis.

3.06 Human Rights Policy

- (a) The Employer and the Union agree that there shall be no discrimination against any employee because of a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, gender, sexual orientation, age, Union membership or activity, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.
- (b) The Employer shall ensure that all employees are assured of a work environment that is free from all forms of discrimination including personal and sexual harassment. To meet this objective, MacDonald Island will adopt a Human Rights Policy.

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01 The Employer shall deduct from every Employee covered by this Agreement all monthly dues and initiation fees levied in accordance with the Union's Constitution and/or Bylaws and owing by him to the Union.
- 4.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of CUPE Local 1505 not later than the fifteenth (15th) day of the following month. The dues shall be accompanied by a list of all employees from whose wages the deductions have been made, along with the amount of the wages paid, the amount of dues deducted, and the total hours worked by each employee.

The above check off of Union dues shall also include each employee's home address and phone numbers with such list including any changes in the information.
- 4.03 At the same time the income tax (T-4) slips are made available, the Employer shall type on the slips the amount of Union dues paid by each Union member in the previous calendar year.
- 4.04 In consideration of the premises and of the Employer making the compulsory check off of Constitutional dues as therein provided, the Union agrees to and does hereby indemnify and save the Employer harmless from all claims, demands, actions, and proceedings of any kind and from all causes of action which may arise or be taken against the Employer.
- 4.05 The parties agree to share the cost of printing this Agreement on a fifty/fifty (50/50) basis. The final draft and the type of booklet shall be approved by both

Parties prior to printing.

ARTICLE 5 - UNION BARGAINING COMMITTEE

- 5.01 A Union Bargaining Committee shall be elected or appointed from the Bargaining Unit, and shall include the President and/or Vice-President of CUPE Local 1505, the CUPE Area National Representative and two (2) members from the Bargaining Unit at MacDonald Island. The Union will advise the Employer as to the names of the members of the Union Bargaining Committee.
- 5.02 Any representative of the Union or the Bargaining Committee shall have the right to attend joint negotiating sessions held within working hours with no loss of pay. All meetings will be jointly set with consideration given to minimizing the disruption of work schedules.
- 5.03 The Union shall have the right to have the assistance of representation of the Canadian Union of Public Employees when dealing in negotiations with the Employer.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 6.02 Complaint Stage
- (a) The employee shall, as soon as possible after becoming aware of a problem, inform his immediate supervisor of the problem. If the employee is not satisfied with the supervisor's solution to this problem, and if he so desires, he may within fourteen (14) calendar days of the date he became aware of the problem, file a formal written grievance.
- (b) An employee shall have the right to have a Union Shop Steward present at any discussion with supervisory personnel which will be the basis of disciplinary action.

6.03 Grievance Stage

Step 1:

Upon filing his written grievance, the employee shall request a formal meeting with his supervisor at which he may be accompanied by his Shop Steward. The

immediate supervisor must give his response in writing within seven (7) calendar days of the meeting.

Step 2:

Failing resolution of the grievance at Step 1, the aggrieved employee may submit his grievance in writing to the General Manager within seven (7) calendar days of the completion of Step 1. The General Manager, or his designate, shall within seven (7) calendar days of the date he receives the written grievance, hold a meeting with the employee, alone or accompanied by a representative of the Union. The General Manager, or his designate, shall endeavor to immediately settle the grievance so presented and shall give his decision in writing within seven (7) calendar days after such meeting.

Step 3:

If within fourteen (14) calendar days of receiving the response or within fourteen (14) calendar days of when the response should have been given, a settlement is not reached at Step 2 the grievance may be referred to arbitration by the Union.

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

6.05 Union Policy Grievance

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

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

6.07 When a grievance is submitted to Arbitration under this Agreement, the notice

referring the matter to Arbitration shall state the name and address of the nominee of the party referring the matter to Arbitration. Within fifteen (15) calendar days thereafter, the other party will advise the first party of the name and address of its nominee to Arbitration Board. The two (2) nominees shall then select a third (3rd) person who shall be Chairman to the Arbitration Board.

- 6.08 If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairman within fifteen (15) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either party.
- 6.09 The Board shall determine its own procedure and shall give all parties the opportunity to present evidence and make representations.
- 6.10 The findings of a majority of the Board or, failing a majority, the decision of the Chairperson of the Board as to the facts and as to the meaning, application, or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no event shall the Arbitrator alter, modify or amend any part of this Agreement.
- 6.11 Each party shall pay one half of the fees and expenses of the Chairman of the Board, and the total fees and expenses of their nominee and any of their witnesses.
- 6.12 The Employer agrees that Stewards shall not be hindered in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unduly delayed where the requirements of this service permit such time off.
- 6.13 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with grievances with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, upon notice to the Employer.
- 6.14 Access to Personnel File

An employee shall have right upon reasonable notice to have access to and review his personnel file and shall have the right to respond in writing to any

document contained therein. Such reply shall become part of the permanent record.

ARTICLE 7 - SENIORITY

- 7.01 Seniority shall be Bargaining Unit wide and shall be based on the length of continuous service the regular employee has been on the payroll. Part-time employees shall accrue seniority pro-rated to full-time equivalency.
- 7.02 The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union in January of each year.
- 7.03 (a) All newly hired full time or part time employees shall be on probation for the first three (3) calendar months of employment. This may be extended for a maximum of a further three (3) months by mutual agreement between the Employer and the Union. During the probationary period, such employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) During the probationary period, the Employer shall conduct a formal review of the newly hired employee's performance within seven (7) working days of the completion of six (6) weeks employment. Such review shall be conducted by the appropriate Department Manager or designate. The employee shall be provided with a written copy of the review at that time.
- 7.04 An employee shall not lose seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall lose his seniority in the event:

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

7.05 An employee shall only be transferred or promoted to a position outside of the Bargaining Unit with his consent. When temporarily transferred to a position outside of the Bargaining Unit, the employee shall retain seniority and continue accruing seniority during the period of the temporary transfer.

When promoted to a regular position outside of the Bargaining Unit, the employee shall retain the seniority acquired to the date of the transfer until the completion of the trial period of the position to which he is promoted.

If such an employee returns to the Bargaining Unit during or at the termination of the leave period, he/she shall be placed in a job consistent with his qualifications and previous seniority within the Bargaining Unit.

ARTICLE 8 - PROMOTIONS AND VACANCIES

8.01 Notices of vacancies or newly created positions shall be conspicuously posted for a period of seven (7) calendar days in mutually acceptable locations. However, the Employer shall be at liberty to immediately fill the position temporarily; such temporary vacancies shall be filled by the next most senior Employee in the section concerned in that Department, if he so desires, providing that the Employee has the required qualifications and/or experience for that position. Should an Employee resign and a vacancy is thereby created, such position shall be posted in accordance with the above. Such notices shall contain at least the following information:

- (a) Job title and nature of position.
- (b) Qualifications required.
- (c) Knowledge and education.
- (d) Skills, shift, hours of work, wages or salary rate or range.
- (e) Established job descriptions shall apply.

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

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

8.04 a) When assigned by management or his supervisor, an employee who temporarily substitutes for a continuous period of 2 hours or more in a higher paying position, shall receive the higher rate of pay for those hours

worked.

- b) When an employee is temporarily assigned by his/her supervisor to a position paying a lower rate of pay, the employee's rate of pay shall not be reduced.
- c) Consideration shall be given to an employee acting in a temporary capacity in a management or supervisory position. Compensation will be determined on a case-by-case basis, when the employee is offered the acting position.

8.05 The Employer agrees to compile job descriptions for all positions within the Bargaining Unit and to present these job descriptions to incumbents and the Union as they are completed.

8.06 In the event a Full-Time or Casual Position has become vacant and has not been filled within three (3) calendar months of the vacancy, the Union, upon request to the recruiting Department, shall receive a summary of the status of the competition and the reasons for the delay in filling the position.

ARTICLE 9 - LAY-OFFS AND RECALLS

9.01 A lay-off shall be defined as a temporary severance of the work employment relationship for the purpose of reducing the work force in order to meet the manpower requirements of the Employer.

9.02 In the event of a staff reduction, or deletion of a position, employees shall be laid off in the reverse order of their Bargaining Unit seniority within their classification as outlined in schedule "A". The Union shall be consulted prior to any such changes in the workforce.

9.03 Advance Notice of Lay-Off

In the case of lay-off, the Employer shall give notice as per the Employment Standards Code, "Notice of Termination". If the employee, in such case, has not had the opportunity to work the full weeks after notice of lay-off, he shall be paid in lieu of work for that part of the notice period during which work was not made available.

9.04 The most senior employee laid off, who meets the requirements of the job posting, will be the first recalled to a full-time or part-time position, provided he has retained his accrued seniority. New employees shall not be hired unless those laid off who have the required qualifications for the available position have been offered opportunity for employment.

The employee on lay-off shall notify the Employer of his intention to accept or reject the position by the end of the seven (7) day posting period.

- 9.05 An employee who is laid off is responsible for advising the General Manager in writing, of any change of address or telephone number.
- 9.06 Should the Employer be unable to contact a laid off employee by telephone within forty-eight (48) hours of the first attempt to contact him, the next laid off employee will be contacted and offered the position. Both parties consider a minimum of three (3) phone calls a reasonable attempt to contact. The first employee will be contacted by double registered mail and asked if he wants to remain on the recall list. Should he fail to contact the Employer within fourteen (14) calendar days of receipt of the letter, or, should the employee's address no longer be valid, the employee shall lose all rights to recall.
- 9.07 Any employee who has been on lay-off for twelve (12) consecutive months shall be removed from the seniority list and shall lose all rights of recall.

ARTICLE 10 - HOURS OF WORK

10.01 The work week shall commence on the first shift on Sunday, and end with the last shift on the following Saturday.

10.02 a) Clerical

- i) The normal hours of work for full-time clerical employees shall be seven (7) or eight (8) consecutive hours, excepting meal breaks. Hours will be scheduled between 6:00 a.m. and midnight, Sunday to Saturday.
- ii) The hours of work for part-time clerical employees may be scheduled between 6:00 am and 12:00 am (midnight) Sunday to Saturday. Part-time employees who work five (5) or more consecutive hours shall receive one half hour of pay per shift in lieu of a lunch break, if they are unable to take a lunch break.

b) Food & Beverage Employees

- i) The normal hours of work for full-time food & beverage employees shall be seven (7) or eight (8) consecutive hours, excepting meal breaks. Hours will be scheduled between 6:00 a.m. and 2:00 a.m., Sunday to Saturday.

- ii) The normal hours of work for part time food & beverage employees shall be 6:00 am and 2:00 am Sunday to Saturday. Part time employees who work five (5) or more consecutive hours shall receive one half hour of pay per shift in lieu of a lunch break, if they are unable to take a lunch break.
- c) Facility Service Employees
- i) The hours of work for full-time facility services employees shall be twelve (12) hours per day including a one-half (1/2) hour paid lunch break during which time the employee shall remain on the premises and will be required to respond to emergent issues. Work shall be on a rotating schedule wherein the hours of work in one (1) or more bi-weekly period(s) may exceed eighty-four (84) hours. This shall not constitute a violation of this agreement provided that the bi-weekly hours when averaged over the 12 week rotation, do not exceed eight-four (84) hours.
 - ii) Part time facility services employees shall not be scheduled for more than 12 hours per day. Part time employees who work five (5) or more consecutive hours shall receive one half hour of pay per shift in lieu of a lunch break, if they are unable to take a lunch break.
- d) The parties agree to develop Hours of Work including overtime for new term positions, prior to the start of the position.

10.03 With the exception of full time Facility Service employees, meal breaks shall be either one (1) hour unpaid or where the employer requires the employee to remain on the premises to respond to emergent issues, the break shall be (1) hour paid. The parties agree that employees may have the option of a 30 minute unpaid meal break when agreed to by the Employer.

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

- a) The Employer agrees to give the employee seven (7) calendar days of notice of shift change, or cancellation, where possible, except in case of emergency, illness, sudden changes to scheduled events, or unplanned departure of employees.
- b) If such notice is not given by the Employer, the employee shall be compensated at the rate of one and one-half (1 1/2) times his regular rate

of pay. This Article is intended to address extended changes of three (3) or more days in duration.

- 10.05 All employees working a minimum seven (7) hour shift shall receive a fifteen (15) minute paid rest break in the first and second half of their shift. Employees on the twelve (12) hour shift will be given an additional fifteen (15) paid minute break per shift. All employees working under a seven (7) hour shift shall receive a fifteen (15) minute paid rest break in the first half of their shift.
- 10.06 All employees, unless otherwise indicated elsewhere in this agreement, shall receive one dollar and twenty cents (\$1.20) shift differential per hour for each hour worked between 8:00 pm and 6:00 am. Shift differential shall not apply to overtime hours.
- 10.07 Nothing in this agreement shall be considered a guarantee of work or work per day or per week. The Union shall be consulted prior to any changes to hours of work or working conditions.
- 10.08 When an employee who normally works days, is on leave for seven (7) calendar days or more, the most senior qualified employee scheduled to work shift work within that classification shall be offered the daytime shift.
- 10.09 Pay Days
Employees shall be paid bi-weekly. On each payday, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

ARTICLE 11 – OVERTIME COMPENSATION

For the purpose of qualifying for overtime compensation:

- 11.01 a) When a Clerical employee works more than eight (8) hours in a day or more than forty (40) hours in a week, the employee will be paid at a rate of one and one-half (1 1/2) times the regular rate of pay.
- b) When a food & beverage employee works more than eight (8) hours in a day or more than forty four (44) hours in a week, the employee will be paid at a rate of one and one-half (1 1/2) times the regular rate of pay.
- c) i) When full time Facility Services employees work more than twelve (12) hours in a day, or when the employee works more than eighty-four (84) hours biweekly when averaged over the 12 week rotation, the employee will be paid at a rate of one and one-half (1 1/2) times the regular rate of pay.

- ii) All hours worked by part time, Facilities Service employees in excess of twelve (12) hours per day or eighty-four (84) hours in a fourteen (14) day period, will be considered overtime and will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

11.02 Instead of cash payment for overtime, an employee shall have the option to receive time off one and one-half times (1 1/2) the regular rate, at a time mutually agreed to with the Employer. A maximum of six (6) days may be banked at one time. Time accumulated to over six (6) days will automatically be paid on the next pay period.

11.03 If an employee does not receive at least eight (8) hours break between scheduled shifts then the Employee will be compensated by being paid two times (2x) their regular rate of pay for all time worked in the break period.

11.04 Division of Overtime

The Parties agree that overtime opportunities, other than those which are an extension of the regular hours of work, shall be offered to able and qualified employees who normally perform the work, according to a rotating list in order of departmental seniority. The Employer will maintain and post updated lists in each department.

Shifts shall be offered to the first person on the list. When an employee has accepted or declined the overtime, or is unavailable, the employee's name shall be moved to the end of the list.

The Employer shall maintain up-to-date records of overtime worked. No employee shall be required to work overtime when other qualified employees are willing and available to work.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 The Employer recognizes that all regular employees coming within the scope of this agreement shall be entitled to the following holidays with pay, namely:

New Year's Day	Labour Day
Good Friday	Family Day (3 rd Monday in February)
Thanksgiving Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

and any other designated a general holiday by the Lieutenant Governor of Alberta. All other employees shall be entitled to statutory holiday pay in

accordance with Labour Standards.

- (a) All regular employees hired in a full-time position shall be entitled to two (2) paid personal floater days per year, no more than one (1) to be taken in the first six (6) calendar months. The time off will be mutually agreed to between the employee and the supervisor. There shall be no carry-over to the following calendar year.
- (b) Relief employees working full time hours, whose term of employment exceeds six (6) continuous calendar months shall be entitled to one (1) paid personal floater day for every six (6) months worked. The time off will be mutually agreed to between the employee and the supervisor. There shall be no carry-over to the following calendar year.

12.02 For the purposes of this Agreement, all of the aforementioned holidays shall be observed on the day proclaimed as a holiday.

12.03 When any of the aforementioned holidays fall on an employee's day off, and the employee does not work that day he shall receive the day off with pay, equal to his normal hours of work. Such days may be banked by mutual agreement, to be taken at a time mutually agreed to by the employee and the Employer.

12.04 Qualification for Payment of Holidays

In order to qualify for holiday payment an employee must:

- Have worked at least thirty (30) days during the twelve (12) months immediately prior to the holiday and
- Worked the same day that the holiday falls on, in at least 5 out of the last 9 weeks preceding the holiday.

12.05 When an employee works on a designated holiday, that employee shall be paid one and one-half (1-1/2) times the hourly rate for all hours worked, in addition to any entitlement under Clause 12.01.

12.06 If a holiday falls or is observed during an employee's vacation period, that employee shall be allowed an additional vacation day with pay.

12.07 If an employee requests and the Employer agrees the employee may take another day off in lieu of receiving holiday pay.

ARTICLE 13 – VACATION

13.01 Regular Full time employees shall accrue vacation entitlement on a bi-weekly basis according to their anniversary of employment as follows:

Number of Anniversaries of Employment	Length of Vacation (with pay)
1, 2	2 weeks
3, 4, 5	3 weeks
6, 7, 8, 9, 10	4 weeks
11, 12, 13, 14, 15	5 weeks
16 years and over	6 weeks

If a statutory holiday, as per Article 12, falls during an employee's annual vacation, the employee shall be paid the statutory holiday pay for that day, not vacation pay,

13.02 Vacation pay shall be at the normal rate of pay earned by the employee during that vacation period.

13.03 All regular part-time employees shall receive annual vacation pay as entitled to under clause 13.01. Vacation pay shall be pro rated on regular earnings and shall be paid to the employee each payday.

13.04 Vacation lists shall be posted on January 2nd of each year and employees shall designate their choice of vacation time before February 28. If an employee fails to designate his choice of vacation time on such listing while posted, vacation time shall be granted at the Employer's discretion. The Employer shall provide written approval by March 20 and post final vacation schedule by April 15, and the vacation schedule shall remain posted for the balance of the year. Seniority shall be the deciding factor in allocation of vacation for those employees who designate their choice before February 28.

13.05 Any regular employee leaving the service after qualifying shall receive his pro-rata portion of holiday pay computed in accordance with the above schedule.

13.06 Term, relief and on call employees shall be paid vacation pay on regular earnings, each payday.

13.07 Accrued vacation must be used within twelve (12) months of the employee's anniversary date unless previously approved by the Department Manager. Accrued vacation may not be banked beyond this period and will be paid out after the twelve (12) month period has expired.

ARTICLE 14 - LEAVE

14.01 Witness and Jury Duty

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

14.02 a) Parental Benefit

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

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

14.03 General Leave

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

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

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

14.04 a) Union Leave

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

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

14.05 Bereavement Leave

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

14.06 Sick Leave

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

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

A regular full-time employee having served one hundred and twenty (120) calendar day of service shall receive five (5) days of paid sick leave "bank" at the beginning of each calendar year.

A regular full-time employee starting after the beginning of the calendar year and having served one hundred and twenty (120) calendar days of service shall receive a pro-rated number of days for sick leave. (ie: employee starts)

March 01 - 120 days hence July 1 - employee is eligible to receive two and one half (2 1/2) days of paid sick leave in their sick leave "bank".

There is no provision to carry over any unused sick days from one calendar year to the next.

a) Employees must report their inability to work due to illness to their supervisor or the person designated to receive such reports before the start of their work or as soon as reasonably possible after work begins.

b) Proof of Illness

An employee may be required by the supervisor to produce a certificate from a duly qualified medical practitioner for any illness of three (3) working days or less certifying that such employee is unable to carry out his duties due to illness.

i) Employees absent from work due to illness in excess of three (3) working days must produce a medical practitioner's certificate certifying their inability to work on the fourth day of illness. It is the employee's obligation to keep the supervisor informed of the status of illness (inability to work) on an ongoing basis.

Failure to report or late reporting may result in their being considered AWOL even if a medical practitioner's certificate is produced later. In considering an employee being AWOL, etc. for failure to report and/or produce certificates as per the above reporting procedure, allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him from reporting on time.

ii) Failure to comply with any of these requisites shall result in loss of pay for the day's absence. Continued malpractices in this regard will result in more serious discipline and may lead to termination of employment.

c) Illness in Excess of Five Days

A regular full-time employee having served one hundred and twenty (120) calendar days of service shall receive weekly indemnity and extended disability benefits as per attached Schedule "B".

14.07 Special Leave

Employees may be allowed one or more days per calendar year for a leave of absence with pay and without loss of seniority and benefits for any of the following reasons:

Employee's marriage,
Marriage of employee's child, brother or sister,
Birth of male employee's child,
Adoption of child by employee,
Property damage due to acts of God requiring immediate attention,
Moving employee's household,
Formal hearing to become a Canadian citizen,
Employee's, or employee's spouse or dependent's graduation.

Additional special leave not covered elsewhere in this agreement may be considered with or without pay.

ARTICLE 15 - EMPLOYEE BENEFIT PLANS

15.01 Eligibility

- a) All full-time employees as defined in article 1.01 who have successfully completed their probationary period may be eligible for the following benefits:
- b) As well, Term employees whose positions provide a minimum of 35 hours per week, after a three-month waiting period, may be entitled to the following benefits. After they have successfully completed one term and return the subsequent year, will be entitled to benefits from the first day of employment.

15.02 Employer Contributions

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

- a) The government operated hospital and/or Medical Insurance Plan. Payment for this plan will no longer be the responsibility of the Employer if and when the Government of Alberta no longer requires these premiums be paid from residing individuals. This is expected to occur on January 1, 2009.

15.03 The present employee benefit plan is attached to this Collective Agreement as Schedule "B". Employees may be eligible for benefits after successful completion of the probation period.

15.04 The Employer shall pay seventy-five percent (75%) of the cost of the employee

group benefit program. See Schedule "B" for a summary of the benefit program.

15.05 The Employer shall make contributions to an employee Registered Retirement Savings Program in the amount of three percent (3%) of the employee's gross regular wages, contingent upon a matching two percent (2%) contribution from the employee. At their option, employees can contribute to the RRSP, to the maximum allowable limits per calendar year. This Registered Retirement Savings Program is in effect for regular full-time employees who have successfully completed their probationary period.

ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE

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

- 16.01 a) When the Employer deems it necessary to discipline an employee, such notice of discipline shall be given within five (5) working days of the committing of the misdemeanor, or such act coming to the attention of the supervisor.
- b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the employee in writing within five (5) working days of the committing of the misdemeanor or of such act coming to the attention of the supervisor, of the intent to investigate the matter and that further action may be taken.
- c) Where discipline, discharge or suspension is to occur under 9 (a) or 9 (b) above, all meetings with the employee shall occur in the presence of a Steward at which time the reason(s) for such actions shall be given. The employee and the Union shall be advised promptly in writing by the Employer of the reason(s) for such discipline and discipline imposed.

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

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

16.04 A Steward or Local Union officer shall have the right to consult with a CUPE Staff Representative and to have him present at any discussion with supervisory

personnel which is likely the basis of disciplinary action.

ARTICLE 17 - NO STRIKES OR LOCK-OUTS

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - TERMS OF AGREEMENT AND AMENDMENTS

19.01 This Collective Agreement shall be in effect from October 1, 2008 to December 31, 2011 and shall continue from year to year thereafter unless either party gives the other parties notice in writing between the period of 60 and 120 days prior to the termination date. Both parties shall adhere to the terms of this Agreement during collective bargaining.

19.02 Where notice to negotiate amendments for a new Agreement has been given, this Agreement shall continue in force and effect during the period that the parties bargain for a new Collective Agreement.

19.03 At any time during the existence of this Collective Agreement, any changes deemed necessary by mutual agreement of the parties, must be made in writing, and shall form part of this Collective Agreement.

ARTICLE 20 - HEALTH, SAFETY AND ENVIRONMENT

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

To this end, a Joint Island Safety Committee will be established. Relevant terms of reference will be contained in a policy statement. The Employer shall continue to make provisions for the health, safety and environment of the employees.

20.02 a) The Employer shall provide an adequate supply of standard safety equipment as required, which shall include:

Work gloves and/or mitts	Hardhats
Rain capes	Safety belts
Safety face shields	Safety glasses
Ear protection	Air packs
Kneepads	Insect repellent
Sunblock	

which shall be made available as determined to be necessary by the employee's supervisor.

The Employer will supply uniforms, without charge to a maximum of three sets per year, to those employees required by the Employer to wear such uniforms. These uniforms shall not be worn other than on duty and shall remain the property of the Employer upon termination. All items to be replaced or reissued must be returned.

b) Employees who have past their probationary period, shall be reimbursed for the purchase of approved footwear in an amount of up to one hundred and twenty-five dollars (\$125.00) per year, provided that receipt of such purchase is provided.

20.03 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 21 - JOB SECURITY

21.01 The Employer agrees to consult with the Union and to allow the Union an opportunity to express their concerns and to present alternatives prior to engaging in any contracting out where such sub-contracting, transferring, leasing, assigning or conveying of the work or services to any person, company or non-bargaining unit Employee could result in any loss of employment or reduction of regular hours on the part of any of the Employees covered by this Agreement.

ARTICLE 22 - RATES OF PAY

22.01 Probationary Rate of Pay

This rate shall be used as the rate of pay for all employees hired after the ratification date of this agreement during their probation period. Established at ratification, this rate will continue to move in conjunction with the Job Rate. The difference between the Probationary Rate and the Job Rate is established to be \$1.00.

22.02 Job Rate of pay

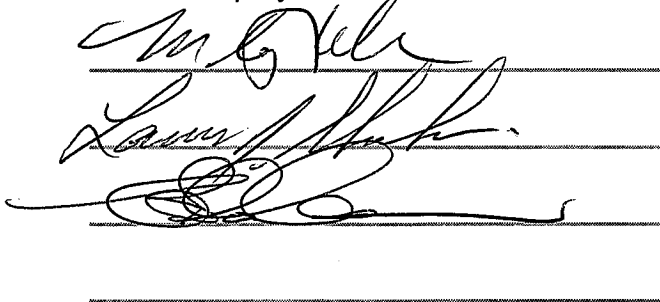
Job Rate will be earned by all regular employees following completion of the three (3) month probation period.

23.03 Market Adjustment

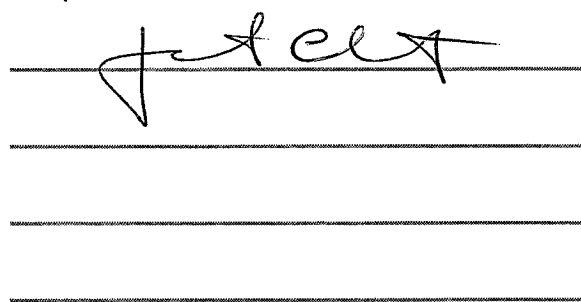
Should the Employer experience difficulty recruiting Employees for any position due to the rates of pay required by the marketplace, the Employer shall have the right to set Out of Schedule rates above the pay rates outlined in Schedule "A" for the position. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to those adjusted due to the market, will be moved up to the Out of Schedule wage rate. Increments, if applicable, will be earned in accordance with the schedule of wages. Employees receiving Out of Schedule wage rates will be given six (6) calendar months' notice, in writing, of any reduction or cancellation of the Out of Schedule rates and will be returned to their normal rate in accordance to Schedule "A". A copy of such notice shall be provided to the Union.

Signed this 04 day of September, 2008

On behalf of the Canadian Union of
Public Employees Local 1505:



On behalf of the MacDonald Island Park
Corporation:



SCHEDULE "A" - WAGES

POSITION	DEPARTMENT	Current	Effective	Effective	Effective
		Job Rate	1/1/2009	1/1/2010	1/1/2011
			10% Increase	5% Increase	5% Increase
CREW CHIEF GROUNDS	FACILITY OPERATIONS	\$14.99	\$16.49	\$17.31	\$18.18
FACILITY CUSTODIAL	FACILITY OPERATIONS	\$16.76	\$18.44	\$19.36	\$20.33
FACILITY SERVICES- OPERATIONS	FACILITY OPERATIONS	\$20.87	\$22.96	\$24.10	\$25.31
GROUNDS MAINTENANCE	FACILITY OPERATIONS	\$11.11	\$12.22	\$12.83	\$13.47
OPERATIONS ON CALL	FACILITY OPERATIONS	\$13.06	\$14.37	\$15.08	\$15.84
ASSISTANT SUPERINTENDENT	FACILITY OPERATIONS	\$20.19	\$22.21	\$23.32	\$24.49
GOLF COURSE TECHNICIAN	FACILITY OPERATIONS	\$19.64	\$21.60	\$22.68	\$23.82
OPERATOR I	FACILITY OPERATIONS	\$11.75	\$12.93	\$13.57	\$14.25
OPERATOR II	FACILITY OPERATIONS	\$12.51	\$13.76	\$14.45	\$15.17
ACCOUNTING CLERK	FINANCE/ADMIN	\$17.87	\$19.66	\$20.64	\$21.67
ACCOUNTS PAYABLE CO-ORDINATOR	FINANCE/ADMIN	\$23.75	\$26.13	\$27.43	\$28.80
ACCOUNTS RECEIVABLE CO-ORDINATOR	FINANCE/ADMIN	\$23.75	\$26.13	\$27.43	\$28.80
MEMBER SERVICES CO-ORDINATOR	FINANCE/ADMIN	\$17.81	\$19.59	\$20.57	\$21.60
RECEPTIONIST I	FINANCE/ADMIN	\$12.72	\$13.99	\$14.69	\$15.43
RECEPTIONIST II	FINANCE/ADMIN	\$14.75	\$16.23	\$17.04	\$17.89
RESERVATIONS CO-ORDINATOR	FINANCE/ADMIN	\$18.32	\$20.15	\$21.16	\$22.22
SENIOR RESERVATIONS CO-ORDINATOR	FINANCE/ADMIN	\$20.22	\$22.24	\$23.35	\$24.52
ASSISTANT PROFESSIONAL	PROGRAMS,SERVICES & MARKETING	\$15.84	\$17.42	\$18.30	\$19.21
ASSOCIATE PROFESSIONAL	PROGRAMS,SERVICES & MARKETING	\$19.35	\$21.29	\$22.35	\$23.47
BACK SHOP ATTENDANT I	PROGRAMS,SERVICES & MARKETING	\$8.88	\$9.77	\$10.26	\$10.77
BACK SHOP ATTENDANT II	PROGRAMS,SERVICES & MARKETING	\$9.16	\$10.08	\$10.58	\$11.11
PRO SHOP II	PROGRAMS,SERVICES & MARKETING	\$12.76	\$14.04	\$14.74	\$15.47
PROSHOP I	PROGRAMS,SERVICES & MARKETING	\$12.32	\$13.55	\$14.23	\$14.94
COOK I	PROGRAMS,SERVICES & MARKETING	\$14.12	\$15.53	\$16.31	\$17.12
COOK II	PROGRAMS,SERVICES & MARKETING	\$19.88	\$21.87	\$22.96	\$24.11
DISHWASHER	PROGRAMS,SERVICES & MARKETING	\$9.27	\$10.20	\$10.71	\$11.24
SERVER CONCESSION I	PROGRAMS,SERVICES & MARKETING	\$10.18	\$11.20	\$11.76	\$12.35
SERVER CONCESSION II	PROGRAMS,SERVICES & MARKETING	\$10.79	\$11.87	\$12.46	\$13.09
SERVER/BARTENDER I	PROGRAMS,SERVICES & MARKETING	\$9.89	\$10.88	\$11.42	\$11.99
SERVER/BARTENDER II	PROGRAMS,SERVICES & MARKETING	\$11.10	\$12.21	\$12.82	\$13.46
SHORT ORDER COOK I	PROGRAMS,SERVICES & MARKETING	\$10.91	\$12.00	\$12.60	\$13.23
SHORT ORDER COOK II	PROGRAMS,SERVICES & MARKETING	\$12.56	\$13.82	\$14.51	\$15.23

Effective the date of ratification, the positions of Server I/ Bartender Lounge and Server II Bartender Banquet shall be combined into the classification of Server II Bartender. All employees in those 2 classifications shall be reclassified. Negotiated wage increases for the Server II Bartender position shall be based on the current Server II Bartender Banquet rate of pay for all employees in these classifications.

Effective the date of ratification, the positions of Server II /Bartender Lounge and Server III Bartender Banquet shall be combined into the classification of Server III Bartender. All employees in those 2 classifications shall be reclassified. Negotiated wage increases for the Server III Bartender position shall be based on the current Server II Bartender Banquet rate of pay for all employees in these classifications.

Wages

Employees covered by this Agreement will receive wages as per Schedule "A".

SCHEDULE "B" - BENEFITS
Summary – Employee Group Benefit Program

Life Insurance and Accidental Death and Dismemberment

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

Loss of Income Benefits

Sixty-six and two-thirds (66-2/3%) percent of monthly earnings to a maximum benefit of four thousand (\$4,000.00) dollars per month. Benefits commence from the one hundred and twenty-first (119) day of disability and are payable to age sixty-five (65).

Supplementary Health Benefits

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

- ❖ One hundred percent (100%) drugs and supplies;
- ❖ One hundred percent (100%) professional services;
- ❖ Paramedical services – seven hundred and fifty dollars (\$750.00) per calendar year;
- ❖ Chiropractic x-ray – one (1) x-ray per year to a maximum of fifty dollars (\$50.00);
- ❖ Private duty nursing services – \$15,000/3 years;
- ❖ Out of Province professional and hospital services – 30 day maximum;
- ❖ Vision care – one hundred and fifty dollars (\$150.00) every twenty four (24) months; and, up to twenty dollars (\$20.00) for an optometrist examination, limited to one (1) such treatment in any twenty-four (24) consecutive months for each person insured.

Dental Benefits

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

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

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

- ❖ Preventative and diagnostic, basic and emergency – \$2,000.

Unmarried, dependent children are covered to age nineteen (19).

Dependents

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

Letter of Understanding

between

**Macdonald Island Park Corporation
and
The Canadian Union of Public Employees Local 1505**

Re: Cost of Living Allowance

Cost of Living Allowance (COLA)

The Employer agrees that all Regular Full-time Employees will be paid a cost of living allowance (COLA) in the amount of one thousand one hundred dollars (\$1,100.00) per month. The COLA shall be calculated and paid as noted below:

Full Time Employees

Effective January 1, 2009

All regular Full Time Employees will receive five hundred seven dollars and seventy cents (\$507.70) on a bi-weekly basis as a COLA.

Part Time Employees

Effective January 1, 2009

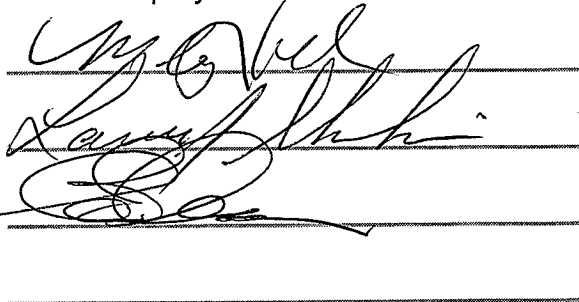
All regular Part Time Employees will receive a portion of the living allowance based on regular hours worked using the following formulas:

Employees who work from 40 to 59 hours per pay period	\$ 50.00
Employees who work from 60 to 79 hours per pay period	\$ 75.00
Employees who work 80 hours or more in a pay period	\$100.00

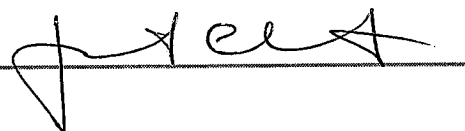
This Letter of Understanding expires on December 31, 2011.

Signed this 04 day of September, 2008

On behalf of the Canadian Union of
Public Employees Local 1505:



On behalf of the MacDonald Island Park
Corporation:



Letter of Understanding

between

**MacDonald Island Park Corporation
and
The Canadian Union of Public Employees Local 1505**

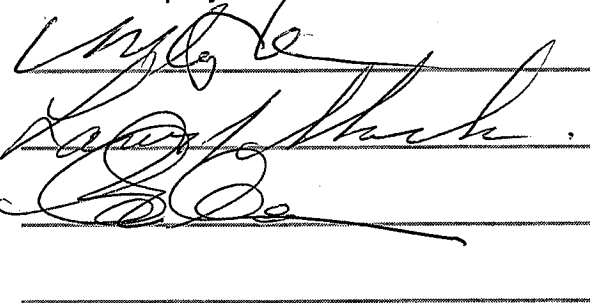
Re: Retention Bonus for 2008

The Employer agrees that all Full Time Employees shall receive a retention bonus in the amount of seven hundred and fifty dollars (\$750.00) per month for the months of October, November and December 2008. This total bonus of two thousand, two hundred and fifty dollars (\$2,250.00) shall be paid on January 2, 2009 and subject to the following:

1. This bonus is available only to those employees in the employ of MacDonald Island Park Corporation at date of ratification this Collective Agreement, and
2. The said employee must be continuously employed and remain in the employ of MacDonald Island Park Corporation up to and including January 2, 2009,
3. Employees who leave employment because of lay-off from the Corporation shall be entitled to a pro-rated portion of the stated bonus.

Signed this 04 day of September, 2008

On behalf of the Canadian Union of
Public Employees Local 1505:



On behalf of the MacDonald Island Park
Corporation:

