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# Collective Agreement

- between -

**Edmonton Convention Centre**  
(hereinafter referred to as "**The Employer**"),  
A Division of **Explore Edmonton Corporation**  
(hereinafter referred to as "**EEC**")

- and -

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

**The Employer** and the Union agree as follows:

## Article 1 – Certified Bargaining Agent

- 1.01 **Explore Edmonton Corporation (EEC)** recognizes the Union as the exclusive bargaining agent for all the employees of the **Employer** at the **Edmonton Convention Centre (ECC)** except office, clerical, and security personnel.
- 1.02 Certificate Number **C2109-2023** is Appendix "A" to this Collective Agreement.

## Article 2 – Term of Collective Agreement

2.01 This Agreement shall be in full force from **January 13<sup>th</sup>, 2023** and continue in full force and effect through **December 31<sup>st</sup>, 2026**, 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 **before this Agreement's** anniversary.

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 **Employer** 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 renew for a twelve (12) month period.

## Article 3 – Management Rights

3.01 **The Employer** has the right to manage its business as it sees fit, **subject to** 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 *per* 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 *and amend* reasonable rules governing attendance, productivity, punctuality, personal appearance, mandatory retirement, tip sharing, uniforms, harassment, use or possession of alcohol and drugs, safe *work* practices, and any other subject. Management may enforce such rules provided that such rules have been previously brought to the affected employees' attention.
- (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 *the Employer* who are not represented by the Union.



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

#### Article 4 – Rule-Making

4.01 **The Employer** agrees to comply with all applicable Human Rights legislation and all **Employer** policies on harassment and discrimination.

4.02 **The Employer and the Union will support and promote a respectful workplace free from bullying, harassment, and violence.**

#### 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 **due to the Employer** serving notice on the Union that it intends to amend Table A (see Article 9.03).

**5.03 Seniority shall be based on date of hire. For the purpose of scheduling seniority shall be based on the later of date of hire or promotion/position-change date.**

**5.04 Probationary employee means an employee who has worked less than ninety (90) days calculated from the date they worked their 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.**

## Article 6 – Hours of Work

- 6.01 ***The basic workweek of a*** full-time employee ***shall be*** 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 ***the Employer*** or is eligible to call-in or be called in for shifts at the sole discretion of ***the Employer per*** 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 ***the Employer***, and when provided with a shift the duration of such shift shall be no less than three (3) hours for each particular shift. ***If a casual employee works more than forty (40) hours in a calendar year, they will be reclassified as a part-time employee.***
- 6.04 During an eight (8) hour shift, an employee is entitled to take a ***thirty (30) minute*** unpaid meal break and two (2), fifteen (15) minute paid rest breaks. An employee who works a shift ***that*** is greater than five (5) hours but less than eight (8) hours is entitled to take a ***thirty (30) minute*** unpaid meal break and one (1), fifteen (15) minute paid rest break during the shift. An employee who works a shift 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 workweek, 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 **the Employer** that a full-time employee will always work the hours set out in 6.01.

6.06 Where **the Employer** 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. **The Employer** must clearly inform the employees if the staff meeting is voluntary.

#### 6.07 Recording of Time

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

**The Manager or their designate's** approval of employee inputted time is required.

#### 6.08 Workday and Workweek

(i) **Workday means the period beginning immediately after midnight and ending at midnight the same day.**

(ii) **Workweek means the period beginning immediately after midnight on Sunday and ending at midnight the following Sunday.**

## Article 7 – Shift Schedule

7.01 **The Employer** shall post shift schedules by no later than Friday noon of each week, for the Monday ten (10) days following. **The Employer** reserves the right to amend schedules according to business requirements. Twenty-four (24) hours notice will be provided to employees of schedule changes unless **the Employer** received changes to an event within twenty-four (24) hours of the event's date. **Nothing in this Agreement shall be construed as a guarantee of hours per day or per week.** 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) **Custodian**
- (iv) **Custodial** Supervisor

(c) Accounting

- (i) 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 **1**
- (iii) Wait Staff 2**
- (iv) Bartender Supervisor(s)**
- (v) Bartender**
- (vi) Linen Keeper**

7.02 ***With the exception of employees indicated in Memorandum of Settlement “Removing Employee Unique Identifiers” all remaining employees shall be required to declare their shift availability. This shift **availability** shall be completed no later than **October 1<sup>st</sup>** of each year. Fourteen (14) days **before October 1<sup>st</sup>**, **the Employer** will post a notice requiring each employee to complete their shift **availability**.***

Notwithstanding the above, each employee will be entitled to change their shift **availability** once per **quarter**. ***This change in shift availability shall be completed no later than the 15th of the preceding month prior to the effective change date.***

An employee’s shift **availability** remains valid until the employee chooses to change the shift **availability per** the above.

**Requests by** an employee to change their **shift** availability in times other than those provided above, **will be at the discretion of the Employer.**

**Employees will be scheduled based on job classification and skill set then seniority date subject to employee's shift availability.**

7.03 Scheduling within the Banquet department shall be as follows:

- (a) Wait Staff Supervisor(s), Bartender Supervisor(s), **and Linen Keeper** will be assigned the maximum available shifts **per** their seniority within their scheduling group subject to the employee's availability and business volumes.
- (b) **Wait Staff 1, Wait Staff 2, and Bartenders** will be eligible to call-in and request shifts, or to be called in by **the Employer** 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.
- (c) **The Employer will give thirty (30) days advance notice to the Union during the term of this Agreement to commence assigning available Wait Staff 1 to all available Banquets shifts within their skill sets (excluding Bartenders) before assigning Wait Staff 2.**
- (d) Wait Staff Supervisor(s) and Bartender Supervisor(s) shall be assigned work in any of the **six (6)** scheduling groups in the Banquet department **before** 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 ***in the following order:***

- (a) Full-time employees will be ***scheduled based on job classification and skill set then seniority date subject to employee's shift availability.***
- (b) Part-time employees will be ***scheduled based on job classification and skill set then seniority date subject to employee's shift availability.***
- (c) Event Services Crew Supervisor(s) shall be assigned work in either the Crew or Crew Supervisors scheduling groups in the Event Services department ***before*** 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) ***Custodial*** Supervisor(s) shall be assigned work in either the ***Custodial*** or ***Custodial*** Supervisor scheduling groups in the Event Services department ***before*** 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 ***following*** the shift schedule developed for the area.

7.06 ***An*** 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 Employer's*** operational requirements and is at the sole

discretion of **the Employer**, although such requests shall not be unreasonably denied.

- 7.07 (a) Notwithstanding Article 7.04, **the Employer** may schedule Chefs de Partie with a greater number of shifts and ahead of those employees referred to in Article 7.04 regardless of the Chefs de Parties' **seniority date**.
- (b) All other employees will be scheduled by seniority **date** 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 **The Parties** acknowledged that **the Employer** operational requirements may necessitate employees in the **Kitchen and Banquet departments'** scheduling groups to perform work normally performed by other scheduling groups within those departments.
- 7.09 Casual employees may be assigned shifts at **the Employer's** sole discretion 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 employees will have as a minimum **of** ten (10) hours off work before the next scheduled shift unless mutually agreed to otherwise.
- 7.11 It shall be the **Employer's** responsibility to notify all employees affected by a change in their schedule after the schedule has been posted.



- 7.12 **Subject to employees' availability and business volumes, the Employer endeavours to afford employees two (2) consecutive days off once monthly.**
- 7.13 **Employees shall not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed to by Management and the employee.**
- 7.14 **Subject to the foregoing, where an employee has been scheduled to work more than seven (7) consecutive days and approaches Management to request that the schedule be changed, Management will change the schedule so the employee does not work more than seven (7) consecutive days. It is understood that the employee will make the request a minimum of five (5) days prior to the eighth (8th) scheduled work day.**

## Article 8 – Overtime Hours

- 8.01 **The Employer** may ask an employee to work overtime hours.
- 8.02 All overtime must be authorized by **the Employer**.
- 8.03 **The Parties understand** 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 **Employer** 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 **over** eight (8) hours on each work day in the work week, or

- (b) An employee’s hours of work **over** forty (40) hours in the work week, whichever is greater, and, if the hours in (a) and (b) 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:

Department/Position	Current	January 13 <sup>th</sup> , 2023	January 5 <sup>th</sup> , 2024	January 3 <sup>rd</sup> , 2025	January 2 <sup>nd</sup> , 2026
		<b>varied</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>Banquet</b>					
Wait Staff Supervisor	16.29	<b>17.27</b>	<b>17.62</b>	<b>17.97</b>	<b>18.33</b>
Wait Staff 1	15.38	<b>16.92</b>	<b>17.26</b>	<b>17.61</b>	<b>17.96</b>
Wait Staff 2	15.38	<b>16.30</b>	<b>16.63</b>	<b>16.96</b>	<b>17.30</b>
Linen Keeper	16.29	<b>17.27</b>	<b>17.62</b>	<b>17.97</b>	<b>18.33</b>
Bartender Supervisor	16.29	<b>17.27</b>	<b>17.62</b>	<b>17.97</b>	<b>18.33</b>
Bartender	15.38	<b>16.92</b>	<b>17.26</b>	<b>17.61</b>	<b>17.96</b>
<b>Maintenance</b>					
Electrician	44.57	<b>46.36</b>	<b>47.29</b>	<b>48.24</b>	<b>49.20</b>
Maintenance Engineer 1	31.38	<b>32.64</b>	<b>33.29</b>	<b>33.96</b>	<b>34.64</b>
Maintenance Engineer 2	36.88	<b>39.81</b>	<b>40.61</b>	<b>41.42</b>	<b>42.25</b>
Maintenance Engineer 3	39.10	<b>41.06</b>	<b>41.88</b>	<b>42.72</b>	<b>43.57</b>
Carpenter	39.19	<b>41.15</b>	<b>41.97</b>	<b>42.81</b>	<b>43.67</b>
Carpenter helper	28.57	<b>29.72</b>	<b>30.31</b>	<b>30.92</b>	<b>31.54</b>
Painter	30.56	<b>31.78</b>	<b>32.42</b>	<b>33.07</b>	<b>33.73</b>
Yardman	21.59	<b>22.89</b>	<b>23.35</b>	<b>23.82</b>	<b>24.30</b>
Yardman Helper	20.07	<b>21.07</b>	<b>21.49</b>	<b>21.92</b>	<b>22.36</b>
Casual Labour	20.85	<b>21.89</b>	<b>22.33</b>	<b>22.78</b>	<b>23.24</b>
<b>Event Services/<i>Custodial</i></b>					
Event Services Supervisor	23.11	<b>24.59</b>	<b>25.08</b>	<b>25.58</b>	<b>26.09</b>
Event Services Crew	18.56	<b>20.60</b>	<b>21.01</b>	<b>21.43</b>	<b>21.86</b>
<b><i>Custodial</i></b> Supervisor	23.11	<b>24.59</b>	<b>25.08</b>	<b>25.58</b>	<b>26.09</b>

<b>Custodian</b>	17.80	<b>19.76</b>	<b>20.16</b>	<b>20.56</b>	<b>20.97</b>
<b>Kitchen/Stewarding</b>					
Assistant Pastry Chef	26.76	<b>28.10</b>	<b>28.66</b>	<b>29.23</b>	<b>29.81</b>
Senior Chef de Partie	26.76	<b>28.10</b>	<b>28.66</b>	<b>29.23</b>	<b>29.81</b>
Cook 1 - Chef de Partie	24.62	<b>25.85</b>	<b>26.37</b>	<b>26.90</b>	<b>27.44</b>
Cook 2 - Demi Chef	21.59	<b>22.67</b>	<b>23.12</b>	<b>23.58</b>	<b>24.05</b>
Cook 3 - Commis	18.69	<b>20.56</b>	<b>20.97</b>	<b>21.39</b>	<b>21.82</b>
Apprentice Cook 1	15.54	<b>16.47</b>	<b>16.80</b>	<b>17.14</b>	<b>17.48</b>
Apprentice Cook 2	17.80	<b>18.87</b>	<b>19.25</b>	<b>19.64</b>	<b>20.03</b>
Apprentice Cook 3	18.36	<b>19.28</b>	<b>19.67</b>	<b>20.06</b>	<b>20.46</b>
Kitchen Helper	15.54	<b>16.47</b>	<b>16.80</b>	<b>17.14</b>	<b>17.48</b>
Kitchen Porter	18.69	<b>20.00</b>	<b>20.40</b>	<b>20.81</b>	<b>21.23</b>
Steward	17.05	<b>18.07</b>	<b>18.43</b>	<b>18.80</b>	<b>19.18</b>
Kitchen Steward	17.80	<b>18.87</b>	<b>19.25</b>	<b>19.64</b>	<b>20.03</b>
Steward Supervisor	22.36	<b>24.59</b>	<b>25.08</b>	<b>25.58</b>	<b>26.09</b>
<b>Accounting</b>					
Receiver	20.75	<b>23.03</b>	<b>23.49</b>	<b>23.96</b>	<b>24.44</b>

\* Wage Re-Opener (arbitrational on wages only; no strike – no lock-out). Key Measure to stimulate the wage re-opener in year four (4) will be if the average of collective bargaining settlements as posted on the Alberta Labour Relations website exceeds the minimum of **two (2%)** percent agreed to in year four (4).

Retroactive pay on all hours paid since **January 4<sup>th</sup>, 2022**.

\*\* The Maintenance Engineer 3 (3<sup>rd</sup> class) classification shall be eliminated upon the retirement or termination of **the employees identified in separate Memorandum of Agreement attached to this Agreement**. New employees shall be hired into **Maintenance Engineer 1 or 2** 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 **The Employer** agrees to pay the overtime rate of pay for an employee's overtime hours.

9.03 **The Employer** and the Union agree that, should **the Employer** decide to introduce a new position in this Collective Agreement, the parties will meet **before implementing** such position to determine the rate of pay. Should the parties fail to **agree** on a rate of pay for the new position, this issue will be subject to the grievance procedure.

9.04 **The Employer** charges gratuities to its customers relating to the sale of food and beverage. Employees in the Banquets Department in those positions set out in **Article** 9.01 are entitled to a distribution of fifty-five (55%) percent of gratuities charged by **the Employer** 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, **and** Linen Keepers;
  - (iii) Classification 3 consists of **an employee identified in separate Memorandum of Agreement attached.**
- (b)
  - (i) Employees in Classification 1 shall be entitled to ten (10) points **to calculate** gratuity entitlements;
  - (ii) Employees in Classification 2 shall be entitled to eight (8) points **to calculate** gratuity entitlements;

- (iii) Employees in Classification 3 shall be entitled to eleven (11) points **to calculate** gratuity entitlements.
- (c) For each pay period, **the Employer** 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 **Article 9.04(c)(i)** shall be divided into fifty-five (55%) percent of the total gratuities charged to **the Employer** customers for that pay period. The result of this calculation shall be the value per point.
  - (iii) The value per point arrived at in **Article 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 **the Employer** in a pay period:

**twenty thousand** (\$20,000.00) **dollars**  
**fifty-five** (55%) **percent** of **twenty thousand**  
(\$20,000.00) **dollars** = **eleven thousand**  
(\$11,000.00) **dollars.**

<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>
			<u>32,360</u>

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

Classification 1	$10 \times .34 = \$3.40/\text{hr}$
Classification 2	$8 \times .34 = \$2.72/\text{hr}$
Classification 3	$11 \times .34 = \$3.74/\text{hr}$

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

#### 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 seventy-five (\$1.75)** 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 **The Employer** agrees to pay an employee all wages earned since the preceding payday every second Friday.
- 10.02 **The Employer** 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.

**10.03 "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.**

## Article 11 – General Holidays and General Holiday Pay

11.01 **The Employer** recognizes the following General Holidays:

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

11.02 **The Employer** reserves the right to require an employee to work on a General Holiday.

11.03 **The Employer** agrees to discharge the minimum obligations imposed on an employer under the Employment Standards Code to an employee eligible for General Holiday pay under 11.01.

11.04 Full-time employees who work their regular scheduled work day **before** 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. **If** 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 **their** regular hourly rate of pay for all regular hours worked on the General Holiday.

11.05 A new employee is not entitled to a General Holiday if the employee has been employed less than **thirty (30)** days **before** the General Holiday.

Article 12 – Vacations and Vacation Pay

12.01 **The Employer** agrees to **provide to part-time employees an annual vacation time and pay as follows:**

- (a) Two (2) weeks (ten (10) days) annual vacation **time** after each of the first four (4) years of employment. **Vacation pay will be paid out on the employee's regular bi-weekly pay** based on four (4%) percent of the employee's regular rate of pay; and
- (b) Three (3) weeks (fifteen (15) days) annual vacation **time** after five (5) consecutive years of employment. **Vacation pay will be paid out on the employee's regular bi-weekly pay** based on six (6%) percent of the employee's regular rate of pay.

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

YEARS OF <b>COMPLETED</b> CONTINUOUS <u>EMPLOYMENT</u>	VACATION <u>ENTITLEMENT</u>
<u>FULL-TIME</u> <u>EMPLOYEES</u>	
<b>1 year or more</b>	3 weeks (15 days)
<b>7 years or more</b>	4 weeks (20 days)
<b>15 years plus</b>	5 weeks (25 days)



12.03 **Employees may submit a written request to their Manager by March 31<sup>st</sup> of each year. First (1<sup>st</sup>) priority will be granted based on seniority within each scheduling group. Any employee who fails to indicate a vacation choice by March 31<sup>st</sup> will waive their seniority rights to choose their vacation period. The balance of vacation approvals shall be considered on a first come first serve basis insofar as efficient operations will permit. Vacation requests shall not be unreasonably denied. Priority vacation approvals shall be posted by the Employer no later than April 15<sup>th</sup> of each calendar year. Employees shall be entitled to utilize the vacation to which they are entitled in an unbroken period. All vacation requests must be approved in advance in writing by the Manager specifying the period *they* wish to be on vacation. Subject to operational requirements, *the Employer* shall determine who is entitled to the preferred vacation time as follows:**

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

***If mutual agreement cannot be reached on when the vacation will be taken the Employer may schedule the period for which the employee will observe their vacation.***

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 1<sup>st</sup> of the year in which the entitlement is earned to April 30<sup>th</sup> 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 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 **Article** 12.02 is based on the date that the employee commenced employment with **the Employer**.

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 **comparing** 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 **over** 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 **over** thirty (30) consecutive days, shall have their annual vacation entitlement reduced on a pro-rated basis to reflect the entire absence **period**.

## Article 13 – Bereavement Leave

13.01 All employees eligible for benefits under Article 21 will be granted leave with pay at **their** regular **pay** rate **to make** arrangements for, or **to** attend, a funeral, or for 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 **their** Department Head or **their** designate **before** the leave being taken, will be granted leave for any three (3) consecutive regularly scheduled working days.
- (b) In **the** case of **a** 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 **their** designate, **before** the leave being taken, will be granted leave for any half (1/2) regularly scheduled working day. Upon demonstrating the need for additional time due to extenuating circumstances, **such an employee** 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 **a** spouse, child or ward, brother, sister, brother-in-law, sister-in-law, grandparent of **a** 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 held in conjunction with a cremation. The term “extenuating circumstances” may include, without restricting the generality of the term, such circumstances as travelling time.

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

- 14.01 A full-time employee 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 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 *To* qualify for leave for medical and dental appointments, a full-time employee must notify ***their*** Department Head or 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 (a) ***Employees summoned to Jury Duty (including Jury Selection) or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on***

**such days. This does not apply if the employee is summoned on day(s) for which they are not scheduled.**

**(b) In order to be eligible for the foregoing benefit, an employee must notify the Employer as soon as possible after receipt of Notice of Selection for Jury Duty or after receipt of Subpoena to Appear as a Witness.**

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

16.01 **The Employer** 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 **The Employer** 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 **the Employer** for the job involved. **The Employer** agrees to pay employees for Union leave requested in writing by the Union, and bill the Union the wage, gratuities **if applicable**, and benefit cost for the time requested.

17.02 The Union may appoint a bargaining committee composed of up to seven (7) employees appointed from the Union. For

negotiations, **the Employer** shall pay each bargaining committee member who attends the negotiation sessions **their** 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 outlined under Article 8. This Article does not apply to employees 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 **the Employer's** absolute discretion be granted in special circumstances upon written request to and approval by the Department Head and the General Manager of the **Employer** or 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 **their** employment with **the Employer**.

- 18.02 Family Responsibility Leave

An employee **can** 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.

**18.03 Other leaves include but are not limited to Citizenship Ceremony Leave, Compassionate Care Leave, Critical Illness Leave, Death or Disappearance of a Child Leave, Domestic Violence Leave, Long-term Illness and Injury Leave, Reservist Leave, and general leave of absence.**

#### 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 **over** ten (10) consecutive regularly scheduled working days, must make arrangements, **before** commencing the leave, to pay the employee's share and **the Employer's** share of the cost of any premiums for benefit plans to which that employee may be entitled during the period of leave.

If the employee does not make such premium payments **per** the arrangements made, or if an employee fails to make such arrangements, **the Employer** is not under any obligation to make such premium payments, and that employee is not entitled to the benefits to which **they** would otherwise have been entitled.

## Article 20 – Benefits

**20.01 Employees shall be eligible for benefits in line with the Employer’s Benefit Plan for one (1) of the three (3) following benefit steams:**

- (a) Employers’ Class EE Benefit Plan: full-time employees regularly scheduled and work forty (40) hours per week on an annual basis.**
- (b) Employers’ Class CC Benefit Plan: part-time employees working an average of a minimum of thirty-two (32) hours per week but less than forty (40) hours per week for a period of one (1) year. The measurement will be taken once per year on December 16<sup>th</sup> for the January 1<sup>st</sup> enrollment.**
- (c) Employers’ Class HH Benefit Plan: part-time employees working an average of twenty (20) hours per week for a period of thirteen (13) consecutive weeks.**

**20.02 The Employer shall enroll employees in the Employer’s Benefit Plan in the following increments:**

- (a) Employers’ Class EE Benefit Plan: after three (3) months of full-time employment.**
- (b) Employers’ Class CC Benefit Plan: once an employee works an average of thirty-two (32) hours per week for a period of one (1) year, on an annual basis.**
- (c) Employers’ Class HH Benefit Plan: once an employee works an average of twenty (20) hours per week for a period of thirteen (13) consecutive weeks, on a quarterly.**



**20.03 Employees will no longer be eligible to the Employer's Benefit Plan when:**

- (a) Employers' Class EE Benefit Plan: the employee is no longer classified as full-time.**
- (b) Employers' Class CC Benefit Plan: once an employee ceases to work an average of thirty-two (32) hours per week for a period of one (1) year, on an annual basis.**
- (c) Employers' Class HH Benefit Plan: once an employee ceases to work an average of twenty (20) hours per week for a period of thirteen (13) weeks, on a quarterly basis.**

**20.04 Employees can transition between plans based on average hours of work changes, following the enrollment increments noted above.**

**20.05** An employee may not file a grievance relating to the benefits and insurance plans in place under **this Article** relating to matters within the jurisdiction of the benefits providers and insurers.

## Article 21 – RRSP Match for Full-Time Employees

**21.01** **The Employer** agrees to continue in effect the same RRSP match plan as that which was in effect on November 24<sup>th</sup>, 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. **If** an employee ceases to work an average of thirty-two (32) hours per week for thirteen (13) consecutive weeks, **they** shall no longer be entitled to participate in the RRSP match plan.

## Article 22 – Job Postings

- 22.01 **The Employer** agrees to post a notice setting out full-time and part-time positions **that** 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 **the Employer**.
- 22.02 An employee **wishing** to be considered for a position set out in a notice under **Article** 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 **The Employer** reserves the right to determine if a position is filled.

## Article 23 – Layoff and Recall

- 23.01 **The Employer** 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 hire **date** will be

laid off first, subject to those remaining having the skill, ability, and physical fitness to perform the work required. **"Temporary layoff" means a layoff of fifty-nine (59) consecutive days or less.**

- 23.02 An employee who is on temporary layoff is not entitled to termination notice or termination pay.
- 23.03 **Recall notice means a written statement signed by an employee setting out the email address at which the employee may be reached while on temporary layoff.** An employee who is on temporary layoff and wishes to be recalled to work must provide **the Employer** with a recall notice within **fourteen (14)** calendar days of the commencement of **their** temporary layoff.
- 23.04 If an employee fails to provide **the Employer** with a recall notice, **the Employer** may direct any return to work notice under **Article 23.05** to the last address **the Employer** had for the employee before **they were** on temporary layoff.
- 23.05 If **the Employer** wishes an employee on temporary layoff to return to work, it must give **them** a return to work notice designating the time **the Employer** 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 **their** skill, ability, and physical fitness to perform the work required.
- 23.06 If an employee fails to return to work within **fourteen (14)** consecutive days after **the Employer** gives the employee a return to work notice, the employee is not entitled to termination notice or termination pay if **the Employer** 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 **The Employer** may terminate the employment of an employee for cause.
- 24.02 An employee 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 the arbitration board **determines the Employer** did not have cause to terminate the employment.
- 24.03 **The Employer** 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 **ECC** or while on duty, **except for** 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 **the Employer** who **the Union does** not represent,
  - (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 **The Employer** may not lockout the employees unless entitled to do so under the Labour Relations Code.

## Article 27 – Union Activity

27.01 **The Employer** acknowledges that the Labour Relations Code provides that an employer may not discriminate against a person **regarding** a term **or** 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 **or Union Representative shall engage in Union business** on behalf of a Union while at the **ECC** or elsewhere and on duty unless permitted to do so in writing by **the Employer**.

- 27.03 The Union may designate in writing, and **the Employer** 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 **Employer** or **their** designate may **permit** 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 **the Employer**.
- (c) A Shop Steward exercising **their** rights under Articles 27.05(a) or 27.05(b) may not interfere with **Employer's** operations or business.

- 27.06 (a) Upon approval of the General Manager, or **their** 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 **their** 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 **permitted** by the General Manager or **their** designate.
- (b) **Either party may request a meeting if it** deems that the provisions of **Article 27.06** are being abused. **The Parties shall hold such a meeting within thirty (30) calendar days of the request. If a resolution is not achieved,** a mediator may be requested to inquire into and assist the parties in **the** 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 **the Employer**, the employee shall, should **they** so desire, be entitled to have a Shop Steward, who is on duty, or a Union Representative, present during such meeting. **The Employer** shall inform the employee **before** such meeting, 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, **the Employer** shall not be prevented from proceeding with the investigation **process**.
- (b) When **the Employer meets** 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. ***The Employer will set the date and time of the meeting and will attempt to accommodate the availability of a Union Representative or the Shop Steward on shift.***

(c) ***Time spent by*** a Shop Steward representing an employee in **Articles** 27.07(a) or 27.07(b), the Shop Steward will be compensated at ***their*** regular pay ***rate***.

27.08 ***The Employer*** 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 **ECC**. Such Union decals would normally be placed in locations that are visible to visitors at the **ECC**.

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

## Article 28 – Union Dues

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

28.02 ***The Employer*** agrees to supply ***a statement*** quarterly to the Union showing the names and classification of full-time and part-time employees, and to include annual Union dues on employees' T-4 slips.























**Letter of Understanding #2 – Moving to a Catalogue System for the Provision of Safety Footwear**

***The Union and EEC agree to convene a small working committee of two (2) EEC representatives and two (2) Union representatives. This committee will develop a catalogue system to replace the system of reimbursement/allowance for the provision of safety footwear for employees set out in Article 34.***

***EEC representatives will forward a vendor or list of vendors for which the EEC is prepared to engage in negotiations.***

***EEC representatives will forward a list of catalogue selections specific for each department for review and to solicit feedback.***

***This committee will then recommend the list and an effective date for the EEC and Union to consider. On the effective date and after that, the catalogue system will replace the reimbursement and allowance system in Article 34. Article 34 will reflect these changes and outcomes during the subsequent Collective Agreement negotiations.***

***Except for by mutual agreement between the Union and the Employer, the effective date for the catalogue system shall be no later than March 1<sup>st</sup>, 2023. However, if consensus on the catalogue system cannot be reached by this date Article 34.01 will govern for the term of the Collective Agreement.***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

**Edmonton Convention** Centre,  
a Division of **Explore**  
**Edmonton Corporation**

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

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**Employer** Committee:

**Arlindo Gomes**  
**Sam Kemble**  
**Michael Lacharite**  
**Kaleena Mootoo**  
**Joe Tavares**

Union Committee:

Germaine Carson  
**Francis Flores**  
Bana Simpson  
**Mike Vanstone**  
**Neal Willson**  
**Catherine Lelis**  
**Larry Zima**

This Agreement was ratified on **January 13<sup>th</sup>, 2023**