



# **Collective Agreement**

**Effective January 1, 2011 to December 31, 2013**

**Between:**

**IATSE, 295**

Hereinafter called THE EMPLOYER

and

**Grain and General Services Union (ILWU • Canada)**

Hereinafter called THE UNION

Covering

Employees working for IATSE 295

## **Witnesseth:**

The following document sets out the terms and conditions of employment with IATSE 295.

### **Article 1 – Scope**

- 1.01 The Employer recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to wages and other conditions of employment on behalf of the employees, including Administrative Assistant and Business Representative, within the bargaining unit set out in Saskatchewan Labour Relations Board Order File No. 311-04 which is attached hereto as Appendix A.
- 1.02 The Union, at its discretion, shall in any negotiations or discussions between the parties appoint a representative that shall be present at these discussions or negotiations.
- 1.03 There shall be at least two (2) meetings annually of the Union allowed during regular working hours without loss of pay.

### **Article 2 – Spirit and Intention**

- 2.01 The spirit and intention of this Agreement is to set forth terms and conditions of employment; to promote orderly and peaceful labour relations for the mutual interest of the Employer, the employees, and the Union. And, in fulfillment on the foregoing purposes, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their representatives at all levels and among all employees.
- 2.02 The Employer shall not discriminate in its hiring and employment practices against persons by reason of age, race, creed, sex, sexual orientation, nationality, political affiliation, union activity, marital status, or physical disability.
- 2.03 The Employer and the Union agree every working is entitled to a working environment that is free from harassment.
- 2.04 The Employer and the Union agree to implement the attached IATSE Local 295 Harassment Policy and post a copy of the policy in a conspicuous place that is readily available for reference by the workers.
- 2.05 If required by the Employer, the Business Representative may attend IATSE related functions.
- 2.06 The Administrative Assistant shall report to a designated person and/or persons as directed by the Employer.

2.07 In recognition of and out of respect for the internal democracy of the Employer's organization staff members shall not be expected to engage in partisanship in relation to the internal workings of the Employer.

### **Article 3 – Definitions and Management Rights**

3.01 The Union agrees it is the exclusive right of the Employer to manage its business and to direct its working forces except where these rights have been specifically modified by the terms of this agreement. The Employer rights include the right to:

- a) Maintain order, discipline, and efficiency;
- b) Makes rules and regulations to be observed by the employees, provided that the rules and regulations are not inconsistent with this agreement;
- c) Determine job content, create and abolish jobs;
- d) Hire, promote, transfer, retire, lay off because of lack of work; and,
- e) Demote, discipline, suspend or discharge for just cause.

### **Article 4 – Maintenance of Membership**

4.01 The Employer agrees that applying for and maintaining membership in the Union shall be a condition of employment for all employees in the bargaining unit. The Employer agrees that, as a condition of employment, membership dues shall be deducted from the wages earned by all employees in the bargaining unit.

4.02 The Employer shall deduct from the wages of each employee in the bargaining unit an amount equivalent to the regular monthly membership dues of the Union. Monies so deducted shall be forwarded by the Employer to the Treasurer of the Union within ten (10) calendar days following the month for which the dues were deducted. The Employer shall furnish the Union with a list of the names of employees from whom deductions have been made.

### **Article 5 – Grievance Procedure**

5.01 The parties hereto desire that every grievance shall be dealt with as quickly as possible. The grievance will be submitted in the first step within thirty (30) calendar days of the circumstances giving rise to the grievance or in the case of an employee on approved

leave of absence or vacation, within thirty (30) calendar days of his/her return from such leave of absence or vacation.

5.02 For the purposes of this Agreement, a grievance is defined as a dispute or controversy between the Employer and one or more of its employees concerning the interpretation, application, meaning, operation, any alleged violation of this Agreement or any terms or conditions of employment.

5.03 A grievance must be submitted in writing by an employee, a steward, or a staff member of the Union on the grievance form which the parties have agreed to use for this purpose, and shall be dealt with as follows:

Step 1 The grievance shall be taken up with the President or designate, who shall render a written decision within fourteen (14) working days of the receipt of the grievance.

Step 2 A grievance is referred to arbitration by either party giving notice to the other in writing of its intention to do so. Such written notice shall be given within ten (10) days of the receipt of the decision in Step 1 or from the expiry of the time limits at Step 1, whichever is the earlier. Within 20 calendar days receipt of such written notice, the parties shall discuss the appointment of a sole arbitrator. If the parties cannot agree to an arbitrator within a further 10 (ten) days, they shall request the Minister of Labour (Saskatchewan) to appoint an Arbitrator and the person so appointed shall be duly empowered to act accordingly.

5.04 The Union shall have the right to submit a policy grievance within thirty (30) days of the circumstances giving rise to the policy grievance.

5.05 The time limits set out in this Article may be extended by written agreement of the parties, provided that requests for extensions are made prior to the expiry of the time limitation.

5.06 Employees shall be entitled to representation at any step of the grievance procedure.

5.07 In the event of a grievance, the Employer agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents which have been served upon the employee which the Employer intends to use in regard to the specific grievance.

5.08 References to disciplinary matters shall be removed from the employee's personal file after two (2) years providing there have been no further incidents of the same or substantially similar nature during that two-year period and such references, once removed, will no longer be admissible as evidence in any arbitration hearing.

- 5.09 When an employee is required to attend a meeting where a disciplinary decision concerning him/her is to be taken by the Employer, the employee shall be entitled to have a representative attend the meeting.

## **Article 6 – Arbitration Board**

- 6.01 An Arbitrator appointed under Article 5, (Step 2) shall not have authority to alter or change any of the provisions of the Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provision of the Agreement, but it is agreed that where disciplinary action is involved the Arbitrator shall have the power to award a penalty or amend a penalty imposed by the Employer.
- 6.02 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.
- 6.03 No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for the expenses and/or fees payable to its representative and for one-half (½) the expenses and/or fees payable to the Arbitrator.

## **Article 7 – Seniority**

- 7.01 In the matter of promotions, transfers, demotions, layoff, recall and severance of employment due to reduction of staff, seniority within a job classification shall prevail subject to skill, ability and qualifications.

## **Article 8 – Probation**

- 8.01 All employees shall be required to serve a probationary period of ninety (90) days, which shall be waived in the case of staff employed as of date of SLRB Certification Order No. 311-04. The probationary period may be extended to one hundred and eighty (180) days by mutual agreement between the Employer and the Union.

## **Article 9 – Health and Welfare Benefits**

- 9.01 The Employer's current, if any, disability, health, sick leave, workers' compensation, and other insurance benefits shall continue to cover the employees for the life of the agreement.

**It is anticipated that an IATSE sponsored National Health and Welfare Plan will be made available to all Canadian Locals during the term of this agreement. At such**

time, the employer and the union agree to examine the suitability of this plan to cover the employees at the local.

- 9.02** In cases where employees of the bargaining unit are legitimately absent from their duties because of illness, they shall be entitled to full salary, provided he/she has earned the necessary short-term sick leave credits.

Employees shall earn and accumulate short-term sick leave credits on the basis of 1 and 1/4 days per month of continuous service. Maximum accumulated short-term sick leave credits shall be 70 working days.

An employee who has insufficient sick leave credits to cover the granting of short-term sick leave with pay and who has been employed by the employer for six (6) months or longer, may be granted short-term sick leave with pay, at the discretion of the employer, for a period not to exceed twenty (20) days in a fiscal year.

The Employer shall be entitled to request a medical certificate indicating that the employee is unable to fulfill his/her duties, in all cases of absence in excess of three (3) days.

Any accumulated short-term sick leave credits that an employee has upon termination of employment will not be paid out.

Short-term sick leave under this clause will not apply to any employees receiving compensation under the Worker's Compensation Act.

**9.03** Long Term Disability

During the term of the agreement, the parties agree to examine the establishment of a mutually acceptable long-term disability insurance program.

**Article 10 – Leave of Absence**

**10.01** Bereavement Leave

Leave of absence with pay to three (3) consecutive days shall be granted to employees for the purpose of arranging the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to extend the three-day limit to five days.

**10.02** Personal Leave

In the case of an event of a serious nature, which requires the attendance of the employee, leave of absence with pay up to three (3) consecutive days shall be granted.

10.03 Pressing Necessity

Sick leave shall be granted in the event of matters of pressing necessity, which shall include attending to an employee's sick or seriously ill child, spouse, significant other person, or parent.

10.04 Jury Duty

In keeping with the policy than an employee not suffer a loss of pay while serving as a juror, the remuneration to be received by the employee on any working day the employee reports for or serves on jury duty, shall be the employee's regular rate of pay for the day less jury duty fees receivable for that day.

10.05 Maternity/Paternity Leave

An employee who has completed six months of continuous service shall be granted maternity leave on the following basis:

- a) the employee shall accrue seniority during the period of maternity leave.
- b) maternity leave shall cover a period of up to twelve (12) weeks prior to the expected date of birth or adoption of the child, and for up to twelve (12) months after the birth or adoption. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) year shall be granted.
- c) the commencement of the leave shall be at the discretion of the employee.
- d) during the period of maternity leave the Employer shall continue contributions to the Employer-paid benefit plans in effect.
- e) the return from maternity leave shall be at the discretion of the employee subject to the employee giving the Employer one week's written notice of his/her intent to return to work. On return from the maternity leave, the employee shall be placed in his/her former position.

10.06 Adoption Leave

Where an employee seeks maternity leave due to legal adoption, the foregoing provisions shall apply to the extent that they are appropriate to such a situation.

10.07 Parental Leave

An employee shall be entitled to leave for childcare responsibilities pursuant to the Saskatchewan Labour Standards Act.

10.08 General Leave of Absence without pay for up to twelve (12) months may be granted to employees by the Employer.

## Article 11 – General Holidays

11.01 The following days shall be recognized as general holidays and employees shall be entitled to the below named general holidays with full pay.

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Easter Monday	Remembrance Day
Victoria Day	Christmas Day	Canada Day
Boxing Day	1st Monday in August	Family Day

11.02 In the event that an employee is required to work the whole or part of a General Holiday, he/she shall be entitled to one and one-half (1½) times his/her normal rate of pay for the period so worked in addition to the regular day's pay for the General Holiday.

## Article 12 – Hours of Work

12.01 Administrative Assistant

- a) 8:30 a.m. to 5:00 p.m., Monday to Friday,
- b) the regular work week consists of 40 hours of work.
- c) the regular work day consists of 8 hours.

12.02 Business Representatives

- a) **While it is recognized that the Business Representative is responsible to work irregular hours as required, the employer expects that said hours or work shall be scheduled during regular business hours where prudent and practical. As a regular work day consists of 8 hours, the Business Representative will attempt to maintain an 8 hour work day.**

## Article 13 - Overtime

13.01 Administrative Assistant

- a) Overtime will be paid at the rate of one-and-one-half the normal hourly rate for all hours worked over eight hours per day or 40 hours per week.



### 13.02 Business Representatives

- a) The Business Representative shall be entitled to 12 earned days off (EDOs) per year in lieu of overtime.
- b) EDOs shall be non-accumulative.
- c) A maximum of five (5) EDOs may be appended to annual vacation.
- d) EDOs shall be taken at a time mutually agreed between the employee and the Employer.

## **Article 14 – Annual Vacations**

14.01 Employees shall be entitled to annual vacation with pay as follows:

### Administrative Assistant:

- a) three (3) weeks after one (1) year of service.
- b) four (4) weeks after three (3) years of service.
- c) five (5) weeks after thirteen (13) years of service.
- d) seven (7) weeks after twenty-five (25) years of service.

### Business Representative:

- b) three (3) weeks after one (1) year of service.
- b) four (4) weeks after **three (3)** years of service.
- c) five (5) weeks after **thirteen (13)** years of service.
- d) seven (7) weeks after twenty-five (25) years of service.

14.02 Vacations must be taken within a **12-month (twelve month)** period of the year in which the vacation was earned.

## **Article 15 – Pension Plan**

15.01 The Employer shall contribute 4 per cent of the employee's gross wages annually to the employee's self-directed pension plan or other account, as directed by the employee.

## Article 16 – Allowances

### 16.01 Mileage Allowance

**Forty five (45)** cents per kilometre when required to travel on union business, effective **January 1, 2011**. The Employer and the Union agree to review this allowance each six months in order to compensate for rising fuel costs.

### 16.02 Travel Expenses

One hundred (\$100) per month, **for the Business Representative only. This payment is intended to offset costs associated with the use of the Business Representatives' vehicle.**

#### Per Diem

- a) For attendance at IATSE **sponsored** functions requiring travel **beyond the borders of Saskatchewan**, the per diem shall be one hundred dollars (\$100) per day **in the currency of the country in which the travel takes place.**
- b) When an employee is required to conduct business on **behalf of the employer within Saskatchewan but** away from their centre, the per diem shall be **sixty five dollars (\$65)** per day.

<b>Breakfast</b>	<b>\$15.00</b>
<b>Lunch</b>	<b>\$20.00</b>
<b>Supper</b>	<b>\$30.00</b>

- c) **All Travel must be approved by the employer.**

## Article 17 – Position Elimination

17.01 In the event of position elimination, or termination of employment for reasons other than just cause, an employee shall be paid a severance allowance of two weeks' pay per year of service with the Employer, pro-rated for partial years.

17.02 In the event of a merger of the Employer and any other group or organization, the Employer and the Union agree to negotiate terms and conditions of the merger as it relates to the terms and conditions of employment of in-scope staff.

## Article 18 – Salary Schedules and Payment of Wages

18.01 Payment of wages shall be made semi-monthly, based on rate of pay as set out below in sub-section 19.03. An itemized statement indicating rate of pay, overtime, specific deductions, etc., shall accompany each cheque.

18.02 Where requested by either party, the vacation entitlement and/or the starting rate of new employees may exceed the vacation entitlements set out in Article 14 (Annual Vacations) and the starting rate as set out in Appendix “A”, subject to negotiations between the Union and the Employer.

18.03 The following salary schedule shall apply from **January 1, 2011** and retroactive to that date, to **December 31, 2013**.

**Administrative Assistant**

	<b>Start rate</b>	<b>After 12 months</b>
<b>Jan. 1, 2011</b>	\$19.87	\$21.50
<b>Jan. 1, 2012</b>	\$20.27	\$21.93
<b>Jan. 1, 2013</b>	\$20.67	\$22.36

**Business Representative**

	<b>Start rate</b>	<b>After 12 months</b>
<b>Jan. 1, 2011</b>	\$5358.07	\$5465.23
<b>Jan. 1, 2012</b>	\$5465.23	\$5574.54
<b>Jan. 1, 2013</b>	\$5574.54	\$5686.03

**Article 19 – Duration of Agreement**

19.01 This Agreement shall be effective from **January 1, 2011**, and remain in full force and effect until **December 31, 2013**, and shall automatically continue thereafter from year to year until either party serves notice on the other, not less than thirty (30) days prior to any expiration date, of their desire to negotiate a revision thereof. During the negotiations for the renewal of this agreement or negotiations for a new agreement the terms and conditions of this agreement shall remain in full force and effect without prejudice to any retroactive clause of a new agreement until a new agreement superseding this agreement has been duly executed.

**For the Employer**

**For the Union**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_