

# STUDENTS' COUNCIL

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Tuesday July 20, 2004 – 6:00 p.m.  
Council Chambers 2-1 University Hall

## A G E N D A (SC 2004-07)

- 2004-07/1      CALL TO ORDER
- 2004-07/2      University of Alberta CHEER SONG "*Ring Out a Cheer*"
- 2004-07/3      SPEAKER'S BUSINESS  
Election of a Speaker for the duration of the meeting.
- 2004-07/4      APPROVAL OF THE ORDERS OF THE DAY
- 2004-07/5      PRESENTATIONS
- 2004-07/6      REPORTS
- 2004-07/7      QUESTION PERIOD
- 2004-07/8      EXECUTIVE COMMITTEE REPORT  
Please see document SC 04-07.01
- 2004-07/9      BOARD AND COMMITTEE REPORTS
- 2004-07/10     OLD BUSINESS
- 2004-07/10a   MOTION BY LAW/BLATZ, RESOLVED THAT upon the recommendation of the Executive Committee, Students' Council approve the memorandum of agreement between the U of A Students' Union and The Canadian Union of Public Employees Local 1368 effective April 1st 2004 to April 30th 2007.  
Please see document SC 04-07.02
- 2004-07/11     LEGISLATION
- 2004-07/11a    **Bill #6 - Student Groups and Student Groups Committee Update Motion (Sponsor; TAYLOR(VPSL))**  
Principles (first reading)  
1. Existing Legislation Regarding Student Groups and the Student Groups Committee is repealed.  
2. The Student Groups Committee will no longer play an administrative role and will be limited to granting.

3. The Composition of the Committee will be:
  - a. Students' Union employee responsible for dealing with Student Groups and designated by the Executive Committee for that purpose, such employee to be an undergraduate student, as Chair; the Chair will not vote except in the case of a tie
  - b. The Vice-President Operations & Finance
  - c. Three Councilors from Students' Council
  - d. Four students-at-large as selected by Students' Council
4. The Committee shall set out all regulations regarding the granting of Student Groups Grants.
5. No Student Group shall receive more than \$1,500.00 in grants in any one year.
6. Membership requirements for a student group will:
  - a. Must meet all requirements of U of A Student Groups; and
  - b. A minimum of 1/2 of the members must be SU members; and
  - c. A minimum of 2/3 of the members must be SU members and/or alumni
  - d. 2/3 of the Executive Committee must be SU members
7. The application process shall be the same as that required by the University
8. Student Group status expires April 30<sup>th</sup> of each year.
9. The Director of Student Groups may suspend Student Group privileges for cause.
10. Decisions of the Director of Student Groups may be appealed to the Vice-President Student Life.

2004-07/11b

**Bill #7 – House Committee Motion (sponsor; PANDYA/KEHOE)**

Principles (first reading)

1. Relieve Council from having to consider routine, day to day housekeeping motions.
2. Work with the Speaker to develop and manage Council's budget.
3. Provide oversight of SU employees who report directly to Council.
4. Reduce the number of vacant seats on Council.
5. Review the structure and operations of Council and its committees (not the organization as a whole) and make recommendations as to how they can be improved.
6. Work with Councilors to develop Council goals and oversee their implementation.

**B. Duties**

1. Approve the agenda for each meeting (Mandate #1)
2. Approval of any record of council happenings (including in camera minutes) (Mandate #1)
3. Approval of money motions between \$1000 - \$5000. (Mandate #1)
4. Overview of staff: (Mandate #3)
  - a. Speaker
    - i. Including budgeting (outreach) (Mandate #2)
  - b. Chief Returning Officer
  - c. Ombudspersons (excluding administration)
6. Recruitment of students' to fill seats through the election process. (Mandate #4)
7. Review of Standing Orders and recommendation of changes to Council. (Mandate #5)
8. Review and recommend changes to legislation regarding Students' Council. (Mandate #5)
9. Gather goals from Councilors and aid in the development of an implementation strategy. (Mandate #6)

**C. Composition**

1. Six Councilors, elected by council
2. One Executive Officer, elected by council

- 3. Speaker, Chair, non-voting
- 4. All members of Students’ Council as ex-officio voting members

**D. Quorum**

One half of the voting, permanent members.

2004-07/11c

**Bill #9 - ECOS Requirement (sponsor; KNISELY)**

Part One (notice of motion/first reading)

- 1. The requirement of the existence of the Environmental Coordination Office of Students is rescinded as of April 30, 2005.

2004-07/12

**NEW BUSINESS**

2004-07/12a

**MOTION BY TAYLOR (VPSL), RESOLVED THAT** Student’s Council appoint one (1) councilors to sit on the Student Groups Committee for the remainder of the 2004-2005 academic year.

2004-07/12b

**MOTION BY KNISELY/DEBENHAM, RESOLVED THE** addition of a new standing order:

A member of Council may speak to a point of order that places a motion or the enforceability of a motion in jeopardy where the member is the mover or the second of a motion to which the point applies.

2004-07/12c

**MOTION BY KNISELY, RESOLVED THAT:**

- 1. The Executive Committee terminate all material, organizational, and financial obligations with respect to the Environmental Coordination Office of Students by April 30, 2005;
- 2. Council adopts the position that the Environmental Coordination Office of Students, by whatever name it is known, will not continue to be a function of the Students' Union as of April 30, 2005;
- 3. For greater certainty, and without limitation of the foregoing, Council directs the Budget Committee to not recommend to Council a budget that conflicts with section 2; and
- 4. There be a referendum on or about March 1, 2005, that the Students' Union charge its members, as a dedicated fee, not more than fifty-five cents (\$0.55) per fall or winter term for the purposes of facilitating the Environmental Coordination Office of Students, beginning May 1, 2005.

2004-07/13

2004-07/13a

**ANNOUNCEMENTS**

**Next Council Meeting**

**UPCOMING  
COUNCIL  
MEETINGS**

- July 27, 2004
- August 10, 2004

2004-07/14

**INFORMATION ITEMS**

2004-07/14a

Operating Policy 9.01 (Employee Definitions)

Please see document SC 04-07.03

2004-07/14b

Votes and Proceedings from the July 13, 2004 meeting of Students’ Council.

Please see document SC 04-07.04

## **Executive Committee Report to Students' Council July 20, 2004**

### **1. The Following motions were passed at the July 12, 2004 Executive Committee Meeting:**

- a. TAYLOR/LAW MOVED THAT the Executive Committee approve the proposed changes to Operating Policy 9.01 'Employee Definitions'.

VOTE ON MOTION 4/0/0 CARRIED

- b. BLATZ/McLAUGHLIN MOVED THAT the Executive Committee approve the expenditure of an amount not to exceed \$50.00 from the Project Reserve for the Senate Rising Star Award.

VOTE ON MOTION 4/0/0 CARRIED

- c. LAW/BLATZ MOVED THAT the Executive Committee recommend to Students' Council the approval of the memorandum of agreement between the U of A Students' Union and the Canadian Union of Public Employees Local 1368.

VOTE ON MOTION 4/0/0 CARRIED

**MEMORANDUM OF AGREEMENT**

**between**

**THE STUDENTS' UNION, UNIVERSITY OF ALBERTA**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1368**

The parties agree that the following constitutes the new Collective Agreement effective April 1<sup>st</sup> 2004 to April 30<sup>th</sup> 2007.

All articles, clauses and letters of understanding that presently form the Collective Agreement shall apply unless otherwise amended and listed within this Memorandum of Agreement hereto attached, as follows:

Re-date cover page

Re-date Agreement date

Article 2

2.02(c)

2.03(a)

2.03(d)

Article 9

9.07

Article 11

11.02

Article 13

13.01(a)

13.01(d)

Article 14

14.03

14.05(a)

14.05(b)

Article 15

15.01(a)

Article 16

16.05(a)  
16.05(b)

Article 17  
17.02(f)

Article 18  
18.01(a)

Article 20  
20.01(b)

Article 21  
21.01(d)  
21.01(e)

Article 22  
22.09(a)  
22.09(b)  
22.10(a)  
22.10(b)  
22.10(c)  
22.12

Article 23  
23.10(a)  
23.10(b)

Article 24  
24.01 –schedule of wages, revised as needed and agreed  
24.04

Article 27  
27.02(a)

Article 31  
31.09

Article 35  
35.01

Agreed to: ‘The Union proposed that when the words Employee, Employee’s or Employees or any derivative thereof are used, they shall be capitalized.’

All wages shown in the amended Schedule of Wages (Article 24, Clause 24.01) shall be increased as follows:

by 2.5% retroactive to April 1<sup>st</sup> 2004 for employees actively on payroll as of date of signing this memorandum of agreement;  
by 2.5% effective May 1<sup>st</sup> 2005; and  
by 2.5% effective May 1<sup>st</sup> 2006.

This settlement shall not become binding until it has been ratified – firstly by the Union membership, and subsequently by Students’ Council.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
W. D. (Bill) Smith  
General Manager

\_\_\_\_\_  
Dennis Franz  
President–CUPE Local 1368

\_\_\_\_\_  
Alvin Law  
Vice President – Operations & Finance

\_\_\_\_\_  
Bev Buck  
CUPE National Representative

## **Article 2 – Definitions**

### **NEGOTIATED FROM:**

2.02(c) Part-time employee shall mean an employee who works regularly scheduled shifts with a minimum credit of four (4) hours per tour of duty except student employees as addressed in Clause 16.05, provided, however, that such hours worked in any seven (7) calendar day period shall be less than those established for full-time employment. Part-time employees shall receive all rights, benefits and privileges as stipulated in this Collective Agreement, unless otherwise specified.

### **NEGOTIATED TO:**

2.02(c) Part-time Employee shall mean an Employee who works regularly scheduled shifts with a minimum credit of: **three (3) hours tour of duty in the Bars, Retail, and Food, and four (4) hours per tour of duty for Employees who work regularly scheduled shifts in other areas.** except student Employees as addressed in Clause 16.05, provided, however, that such hours worked in any ~~seven (7) calendar day period~~ **8 week period shall average** less than those established for full-time employment. Part-time Employees shall receive all rights, benefits and privileges as stipulated in this Collective Agreement, unless otherwise specified.

### **NEGOTIATED FROM:**

2.03(a) The following positions shall be exempted from the bargaining unit:

General Manager  
Manager of Finance and Administration  
Manager of Food and Beverage  
Manager of Facilities and Operations  
Manager of Entertainment and Programming  
Manager of Marketing and Communication  
Manager of Student Services  
Senior Operations Manager - SU Print Centre & Postal Outlet  
Operations Manager (Room At The Top)  
Operations Manager (Power Plant)  
Operations Manager (L'Express)  
Operations Manager (SUBtitles)  
Operations Manager (SU Print Centre-Production & Technical Support)  
Operations Manager – Games Room (&Sports Lounge)  
Executive Assistant  
Personnel Manager  
Financial Information Centre Co-ordinator  
Researcher to the Executive

All employees of student operated services for which they receive an honorarium rather than wages, such as: The Gateway, Media, Students' Union publications, Information/Registries, Cabarets, Ombudspersons, Student Help, Safewalk, Student Groups and Orientation Services.

**NEGOTIATED TO:**

2.03(a)The following positions shall be exempted from the bargaining unit:

General Manager  
Manager of Facilities and Operations  
Manager of Finance and Administration  
Manager of Marketing and Communication  
Manager of Programming & Licensed Activities  
~~Manager of Food and Beverage~~  
~~Manager of Entertainment and Programming~~  
Manager of Student Services  
Senior Operations Manager – RATT/PowerPlant Bars  
Senior Operations Manager – L'Express Food Services  
Senior Operations Manager - Retail  
Senior Operations Manager - SU Print Centre & Postal Outlet Games Area  
Operations Manager (~~Room At The Top~~)Bars  
Operations Manager - ~~SUBtitles~~Retail  
Operations Manager - SU Print Cent - Production & Technical Support  
Operations Manager – Venues  
~~Operations Manager – Games Room (&Sports Lounge)~~  
~~Operations Manager (Power Plant)~~



**Academic Guidance Centre Manager**

**Director – Student Financial Aid** Information Centre Co-ordinator

Executive Assistant

Personnel Manager

Researcher to the Executive

**Transition Programs Manager**

All employees of student operated services for which they receive an honorarium rather than wages, such as: ~~The Gateway~~, Media **and Communications**, Students' Union publications, Information/Registries **Services**, Cabarets, Ombud**service** persons, Student Help **Distress Centre**, Safewalk, Student Groups **Services**, and ~~Orientation~~ **Centre for Student Development, Environmental Coordination Office of Students, and Student Financial Aid Information Centre.**

**NEGOTIATED FROM:**

2.03(d) - nothing

**NEGOTIATED TO:**

2.03(d) **(d) Supervising Manager**

**Supervising Manager means the out of scope Supervisor from whom an Employee normally (directly or indirectly) receives work assignments.**

**Article 9 – Grievance Procedure**

**NEGOTIATED FROM:**

9.07

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

**STEP 1**

The employee concerned, together with his/her Steward, shall first seek to settle the dispute with the employee's supervisor.

**STEP 2**

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned, and/or Chief Steward, will submit to the General Manager or his/her designate, within five (5) working days, a written statement of the particulars of the complaint and the redress sought. The General Manager shall render his/her decision within five (5) working days after receipt of such notice.

**STEP 3**

Failing settlement being reached in Step 2, the employee(s) and/or the Grievance Committee shall submit the matter, within five (5) working days to the Students' Union Executive Committee, who shall render their decision within five (5) working days after receipt of such notice.

#### STEP 4

Failing a satisfactory settlement being reached in Step 3, within twenty (20) working days of receiving the Students' Union Executive Committee's decision the Union may, on giving five (5) working days notice in writing to the Employer of its intention, refer the dispute to arbitration.

#### **NEGOTIATED TO:**

9.07 An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

##### **(a) At all levels of the grievance procedure:**

i) a sincere attempt will be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace;

**ii) a meeting may be arranged to discuss the problem and exchange information.**

**(b) An Employee or the Union will have the right at any time to have the assistance of a CUPE Representative.**

**(c) The Employer's Personnel Manager, or designee, shall be entitled to be present at all meetings referred to in this Article.**

#### STEP 1

**An Employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement will first discuss the matter with the Employee's Supervising Manager within five (5) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. The Employee will have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's Supervising Manager. The Supervising Manager will advise the Employee of their decision within five (5) days of the date the matter was first discussed.**

#### STEP 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned, and/or Chief Steward, will submit to the General Manager or his/her designate, within five (5) working days, a written statement of the particulars of the complaint and the redress sought. The General Manager shall render his/her decision within five (5) working days after receipt of such notice.

#### STEP 3

Failing settlement being reached in Step 2, the employee(s) and/or the Grievance Committee shall submit the matter, within five (5) working days to the Students' Union Executive

Committee, who shall render their decision within five (5) working days after receipt of such notice.

STEP 4

Failing a ~~satisfactory~~ settlement being reached in Step 3, within twenty (20) working days of receiving the Students' Union Executive Committee's decision the Union may, on giving five (5) working days notice in writing to the Employer of its intention, refer the dispute to arbitration.

**Article 11 – Discipline, Suspension, and Discharge**  
**NEGOTIATED FROM:**

11.02

Where the Employer believes that there is a reasonable or just cause to discipline, suspend, or discharge an employee for reasons other than addressed in Article 11.01, these other reasons shall include but not be limited to theft, fraud, or other criminal activities, imbibing or being under the influence of alcoholic or illicit drugs while on duty, continual shortages of cash or materials in the employee's control, failure to inform supervisor of non-attendance and insubordination. The Employer has the right to immediately suspend or discharge the employee, whenever possible, the employee shall be given the reason for his/her discharge in the presence of a Steward and/or other officer of the Union. If neither of the concerned parties are available, a meeting will be arranged at the earliest possible time. Such employee and Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. The Union has the right to investigate and/or grieve the decision as set forth in Articles 9, 10 and 11.

**NEGOTIATED TO:**

11.02

Where the Employer believes that there is a reasonable or just cause to discipline, suspend, or discharge an employee for reasons other than addressed in Article 11.01, these other reasons shall include but not be limited to theft, fraud, or other criminal activities, imbibing or being under the influence of ~~alcoholic~~ **alcohol** or illicit drugs while on duty, continual shortages of cash or materials in the employee's control, failure to inform supervisor of non-attendance, and insubordination. The Employer has the right to immediately suspend or discharge the ~~e~~Employee. ~~w~~Whenever possible, the employee shall be given the reason for his/her discharge in the presence of a Steward and/or other officer of the Union. If neither of the concerned parties are available, a meeting will be arranged at the earliest possible time. Such employee and Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. The Union has the right to investigate and/or grieve the decision as set forth in Articles 9, 10 and 11.

**Article 13 – Probation**

**NEGOTIATED FROM:**

13.01 (a) A newly hired full-time employee may be considered to be on probation for a period of no more than six (6) months from the date of hiring.

**NEGOTIATED TO:**

13.01(a) A newly hired full-time ~~e~~Employee may be considered to be on probation for a period of no more than six (6) months from the date of hiring. **The probation period may be extended by mutual agreement between the Employer and the Union for up to three (3) additional months, for reasons that are outlined in writing to the Employee and the Union.**

**Article 14 – Promotion and Staff Changes**

**NEGOTIATED FROM:**

14.03 The Employer will make every reasonable effort to notify the members of the Union who are on vacation, leave of absence, or layoff as to the availability of any new or vacant position. Said employees will have seven (7) working days to apply.

**NEGOTIATED TO:**

14.03 ~~The Employer will make every reasonable effort to notify~~ **Employees shall provide the Personnel Manager with a contact e-mail or physical address, either of which can be used by the Employer, to contact** the members of the Union who are on vacation, leave of absence, or layoff as to the availability of any new or vacant position. Said ~~e~~Employees will have seven (7) working days to apply.

**NEGOTIATED FROM:**

14.05(a) The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the position shall become permanent after the trial period.

**NEGOTIATED TO:**

14.05(a) The successful applicant shall be placed ~~on trial~~ **in a trial period of up to** three (3) months. Conditional on satisfactory service, the position shall become permanent after the trial period.

**NEGOTIATED FROM:**

14.05(b) In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, she/he shall be returned to his/her former position without loss of seniority and to his/her previous salary.

**NEGOTIATED TO:**

14.05(b) In the event the successful applicant proves unsatisfactory in the position during the ~~forementioned~~ trial period, or if the ~~e~~Employee finds himself/herself unable to perform the duties of the new job classification, she/he shall be returned to his/her former position without loss of seniority and to his/her previous salary. **Dismissal of an Employee displaced as a result of this clause shall not be subject to the grievance procedure.**

### **Article 15 – Layoffs, Severance and Recall**

#### **NEGOTIATED FROM:**

15.01(a) Both parties recognize that job security should increase in proportion to the length of service therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority provided that no employee is to be displaced by a person with more seniority unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority. Employees shall be recalled in order of their seniority provided an employee has the required minimum qualification as outlined in the job description to exercise this seniority. If possible, and mutually agreeable, the employee will be given a reasonable amount of time (ninety [90] days) to obtain required qualifications.

#### **NEGOTIATED TO:**

15.01(a) Both parties recognize that job security should increase in proportion to the length of service. ~~Therefore~~, in the event of layoff, employees shall be laid off in the reverse order of their seniority provided that no employee is to be displaced by a person with more seniority unless the latter possesses the occupational qualifications of the job filled by the employee with less seniority. Employees shall be recalled in order of their seniority provided an employee has the required minimum qualification as outlined in the job description to exercise this seniority. If possible, and mutually agreeable, the employee will be given a reasonable amount of time (ninety [90] days) to obtain required qualifications.

### **Article 16 – Hours of Work**

#### **NEGOTIATED FROM:**

16.05 Non-student employees reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay. University of Alberta student employees reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of two (2) hours or \$15.00, which ever is greater.

#### **NEGOTIATED TO:**

16.05 ~~(a) Non-student~~ **Part-time Employees in the Bars, Retail, and Food** reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of ~~four (4)~~ **three (3)** hours pay. **Part-time Employees in other areas shall be paid their regular rate of pay for the entire period of work with a minimum**

**of four (4) hours. In the event University of Alberta student part-time eEmployees are unable to fit the minimum three (3) hours into their schedule they will** reporting for work on their regular shift shall be paid their regular rate of pay for the **actual number of hours worked.** ~~entire period of work, with a minimum of two (2) hours or \$15.00, which ever is greater.~~

**NEGOTIATED FROM:**

16.05(b) Nothing

**NEGOTIATED TO:**

16.05(b) **Staff required to attend staff meetings will be paid a minimum of three (3) hours at his/her regular wage.**

**Article 17 – Overtime**

**NEGOTIATED FROM:**

17.02(f) On a regularly scheduled day off, double (2) time or double (2) time off with pay at a time mutually agreeable between the Employer and the employee. The minimum shift shall be four (4) hours.

**NEGOTIATED TO:**

17.02(f) On a regularly scheduled day off, double (2) time or double (2) time off with pay at a time mutually agreeable between the Employer and the **eEmployee.** The minimum shift shall be ~~four (4)~~ **three (3) hours in the Bars, Retail, and Food. Employees in other areas shall be paid a minimum shift of four (4) hours.**

**Article 18 – Shift Work**

**NEGOTIATED FROM:**

18.01(a) In recognition of the inconvenient features of shift work, employees shall receive five (\$5.00) dollars per afternoon, or six (\$6.00) dollars per night shift as additional compensation for all afternoon or night shifts worked.

**NEGOTIATED TO:**

18.01(a) In recognition of the inconvenient features of shift work, **eEmployees** shall receive ~~five (\$5.00) dollars~~ **five dollars and fifty cents (\$5.50)** per afternoon, or ~~six (\$6.00)~~ **seven (\$7.00)** dollars per night shift as additional compensation for all afternoon or night shifts worked.

**Article 20 – Vacations**

**NEGOTIATED FROM:**

20.01(b) Vacation entitlement shall be taken on the basis of entitlement in the previous vacation year.

**NEGOTIATED TO:**

20.01(b) Vacation entitlement shall be taken on the basis of entitlement in the previous vacation year **and must be taken in its entirety by December 31<sup>st</sup> of the year following the vacation year in which the entitlement was earned; that is to say vacation earned from June of year one (1) to May of year two (2) shall be taken by December 31<sup>st</sup> of year three (3). Requests for carry forward must be made by June 30<sup>th</sup> of year three (3) and approved in writing by the employee's supervisor and the General Manager. Such approval will not be unreasonably withheld.**

**Article 21 – Retirement Benefits**

**NEGOTIATED FROM:**

21.01(d) Retirement is as defined in the Public Service Pension Act

**NEGOTIATED TO:**

~~21.01(d) Retirement is as defined in the Public Service Pension Act.~~

**Retirement benefits will be paid by cheque with tax deducted as required by Canada Revenue Agency, and a T4A issued.**

**NEGOTIATED FROM:**

21.01(e) Nothing

**NEGOTIATED TO:**

**21.01(e)** Retirement shall be defined as an Employee over the age of fifty-five (55) who terminates their employment and indicates their intention to retire from the Students' Union.

**Article 22 Sick Leave**

**NEGOTIATED FROM:**

22.09 An employee who is on sick leave or receiving disability payments or Workers' Compensation Benefits who may be capable of performing the duties of their position shall have their position held either by:

- a) returning prior to six (6) months having elapsed from the time that the employee started to receive the payments so addressed and
- b) if the employee has more than six (6) years of service they shall have their position held for an additional one (1) month for each subsequent year of service to a maximum of one (1) year total from the time that the employee started to receive the payments so addressed.

- 22.10 a) If an employee is medically unable to return prior to one (1) year elapsing from the time that the employee started to receive payments so addressed in Clause 22.09, that employee may be returned to their position or a comparable position if available, provided it is determined they are capable and qualified to perform the required duties. The employee will advise the employer of their status and medical prognosis on a monthly basis and as required by the Workers' Compensation Board or insurance carriers policy.
- b) This provision shall be for an additional period of one (1) year from the period stated in Clause 22.09 i) and ii) after which time the employee/Employer relationship may be broken.
- c) The Employer may terminate the employee at any time during this addressed one (1) year period addressed in 22.10(b) if the employee fails to keep the Employer advised of their status and medical prognosis on a monthly basis.

**NEGOTIATED TO:**

- 22.09 An Employee who is on sick leave or receiving disability payments or Workers' Compensation Benefits who may be capable of performing the duties of their position shall have their position held either by:
- a) returning prior to six (6) months having elapsed from the time that the Employee started to receive ~~the payments so addressed~~ **sick, disability or Workers' Compensation payments** and
- b) if the employee has more than six (6) years of service they shall have their position held for an additional one (1) month for each subsequent year of service to a maximum of ~~one (1) year~~ **twelve (12) months** total from the time that the employee started to receive ~~the payments so addressed~~ **sick, disability or Workers' Compensation payments**.
- 22.10 a) If an Employee is medically unable to return prior to **twelve (12) months** elapsing from the time that the Employee started to receive **sick, disability or Workers' Compensation** payments ~~so addressed in Clause 22.09~~, that Employee may be returned to their position or a comparable position if available, provided it is determined they are capable and qualified to perform the required duties. The Employee will advise the Employer of their status and medical prognosis on a monthly basis and as required by the Workers' Compensation Board or insurance carriers policy.
- (b) This provision shall be for an additional period of **twelve (12) months** ~~one (1) year~~ from the period stated in Clause 22.09 ~~i) a) and ii) b)~~ after which time the employee/Employer relationship may be broken.
- c) The Employer may terminate the employee at any time during this addressed **twelve (12) month** ~~one (1) year~~ period addressed in 22.10(b) if the employee fails to keep the Employer advised of their status and medical prognosis on a monthly basis.

**NEGOTIATED FROM:**

22.12 Nothing

**NEGOTIATED TO:**



- 22.12 (a) An Employee who is receiving sick leave, disability or Workers' Compensation Benefits recognizes that they are being paid for time off work to recover and return to the work place.  
 b)The Employee will work towards recovery and return to work.  
 c)The Employee will not knowingly perform any activities, either paid or unpaid, which could hinder their recovery.

**Article 23 – Union And Other Types Of Leave**

**NEGOTIATED FROM:**

23.10(a) The Employer agrees to pay the employee's salary and benefits for the waiting period for Maternity Leave (as opposed to Parental Leave) prior to employment insurance taking effect.

**NEGOTIATED TO:**

23.10(a) The Employer agrees to pay the employee's salary and benefits for the waiting period for Maternity Leave (as opposed to Parental Leave) prior to employment insurance taking effect **once the employee has six (6) months of service.**

**NEGOTIATED FROM:**

23.10(b) The Employer agrees to allow an employee on Parental Leave of fifteen (15) weeks leave of absence, without loss of seniority and without pay. Upon request, an employee may have an additional twenty (20) weeks leave of absence, without loss of seniority and without pay. In the event of adoption, the two (2) week waiting period prior to parental leave will be paid to the mother. This does not apply where the employee's spouse remains at home with the child.

**NEGOTIATED TO:**

23.10(b) The Employer agrees to allow an employee on Parental Leave of fifteen (15) weeks leave of absence, without loss of seniority and without pay. Upon request, an employee may have an additional twenty (20) weeks leave of absence, without loss of seniority and without pay. In the event of adoption, the two (2) week waiting period prior to parental leave will be paid to the mother **once the employee has six (6) months of service.** This does not apply where the employee's spouse remains at home with the child.

**Article 24 – Payments of Wages, Allowances and Bonuses**

<b>Article</b>	<b>Negotiated From</b>	<b>Negotiated To:</b>
<b>Article 24 – Hourly Grid</b>	SUBtitles Attendant	Delete and replace with 'Retail Attendant - same salary grid'

		Housekeeping
	Nothing	Kitchen Supervisor \$8.84/\$9.19/\$9.56/9.94/10.34 (grid to be updated with negotiated increase)

**NEGOTIATED FROM:**

24.04 An employee may, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of his/her annual vacation, any cheque which may fall due during the period of his/her vacation.

**NEGOTIATED TO:**

24.04 ~~Delete 24.04 An employee may, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of his/her annual vacation, any cheque which may fall due during the period of his/her vacation.~~

24.04 **All Employees are required to supply banking information for automatic deposit immediately upon commencement of employment.**

**Article 27 – Benefits**

**NEGOTIATED FROM:**

27.02(a) The Employer shall pay the premiums of the present comprehensive insurance medical plan for all employees and their dependents who qualify as defined by the rules of the plan and who have worked 1040 total hours with an average of thirty (30) hours or more per week. Once the average of thirty (30) hours or more per week is not maintained over a six (6) month period, the coverage will be discontinued and replaced with an allowance of three (3)% of their basic pay each pay period, until such time as the average of thirty (30) hours or more per week over the previous six (6) months is again attained, at which time coverage will be reinstated and the three (3)% allowance discontinued. The present comprehensive insurance medical plan includes healthguard, visioncare, dental and life insurance coverage. The employees will pay the following amounts toward this coverage: Single coverage - \$20/month; Family coverage - \$40/month. The employees will also pay the full premium cost of the weekly indemnity and long-term disability portion of the medical plan.

**NEGOTIATED TO:**

27.02(a) The Employer shall pay the premiums of the present comprehensive insurance medical plan for all employees and their dependents who qualify as defined by the rules of the plan and who have worked **one thousand and forty (1040)** total hours with an average of thirty (30) hours or more per week. Once the average of thirty (30) hours or more per week is not maintained over a six (6) month period, the coverage will be discontinued and replaced with an allowance of three (3)% of their basic pay each pay period, until

such time as the average of thirty (30) hours or more per week over the previous six (6) months is again attained, at which time coverage will be reinstated and the three (3)% allowance discontinued. **In the event that a part-time employee requests that the employer allows them to work more than 30 hours per week and that they do not wish to participate in the comprehensive medical plan, the employee will be allowed to work the number of hours they request, if the employer is agreeable, and if the hours are available, without receiving benefits, but receiving the three (3)% allowance once fifteen hundred and sixty (1560) hours are reached. An agreement will be signed by the employee waiving these insurance benefits and agreeing that they will not attempt to get retroactive benefits in the future.** The present comprehensive insurance medical plan includes healthguard, visioncare, dental and life insurance coverage. The employees will pay **20% towards their health, vision and dental premiums, effective July 1<sup>st</sup> 2004,** the following amounts towards this coverage: ~~Single coverage \$20/month: Family coverage \$40/month.~~ The employees will also pay the full premium cost of the weekly indemnity and long-term disability portion of the medical plan

#### **Article 31 – General Conditions**

##### **NEGOTIATED FROM:**

31.09 Nothing

##### **NEGOTIATED TO:**

31.09 Union representatives will not discuss Union issues during working hours with other Employees without seeking prior permission from the Employee's Supervising Manager.

#### **Article 35 – Term of Agreement**

##### **NEGOTIATED FROM:**

35.01 This Agreement shall be binding and remain in effect from April 1st, 2001 to March 31 2004 and shall continue from year to year thereafter. Either party may serve notice in writing not less than sixty (60) nor more than one hundred and twenty (120) days prior to the 31st day of March in any year that it desires the termination or amendment of this Agreement.

##### **NEGOTIATED TO:**

35.01 This Agreement shall be binding and remain in effect from April 1<sup>st</sup>, 2004 to April 30<sup>th</sup> 2007 and shall continue from year to year thereafter. Either party may serve notice in writing not less than sixty (60) nor more than one hundred and twenty (120) days prior to the 30<sup>th</sup> day of April in any year that it desires the termination or amendment of this Agreement.

## PROPOSED

# THE STUDENTS' UNION OF THE UNIVERSITY OF ALBERTA

## OPERATING POLICY STATEMENT

<i>Policy Number:</i>	<b>9.01</b>	<i>Effective Date:</i>		<i>Page</i>	<b>1</b>	<i>of</i>	<b>2</b>
<i>Responsibility for Policy:</i>		<b>Students' Council</b>					
<i>Subject Matter</i>	- <i>Category:</i>	<b>OPERATING POLICY (GENERAL)</b>					
	- <i>Specific:</i>	<b>PERSONNEL</b>					
	- <i>Topic:</i>	<b>Employee Definitions</b>					

### **Introduction:**

The Students' Union employs people in a number of different types of positions. Each type is subject to varying requirements with respect to hiring processes, remuneration, and other employment policies. For the purpose creating policy for the Policy Manual, this policy defines the areas in which people may be employed within the Students' Union.

### **Policy:**

9.01.1 Term Positions are those non-union positions for which students are elected or are hired on a year-to-year basis. (Except for the Executive Committee) they are those positions selected by sub-groups A and B of the Nominating Committee, as per Bylaw 2050 (Nominating Committee Bylaw), or any selection committee stipulated in the service bylaws, including Bylaw 4100.

Examples include the Service Directors, the Chief Returning Officer, the Associate Vice President Academic, the Community Liaison Officer, and the Student Activities Coordinator. ~~and the University Affairs and Community Relations Coordinators.~~

9.01.2 Union Positions are those jobs as specified in the CUPE Local 1368 Collective Agreement (Article 2.02). They may be full-time, hourly, term, temporary, or relief positions.

Examples include the Students' Union Receptionist, employees of the Myer Horowitz Theatre, and servers in Students' Union licensed establishments.

9.01.3 Management Positions are those permanent positions responsible for the day-to-day management of an operation, area, or activity. This area may be further subdivided as follows:

- a) Senior Management - the General Manager and those managers who report directly to the General Manager. These include the Manager of Finance and Administration, the Manager of Facilities and Operations, the Manager of Marketing and Communication, the Manager of Programming and Licensed Activities, and the Manager of Student Services; ~~the Manager of Food and Beverage, the Manager of Operations and Facilities, the Manager of Entertainment and Programming, the Manager of Marketing and Information, and the Manager of Student Services; and the Manager of Marketing and Information.~~
- b) Operations and Other Management - those managers who oversee various Students' Union areas. These include the Senior Operations Manager - Bars, the Senior Operations Manager - Food Services, the Senior Operations Manager - Retail, Senior Operations Manager - SU Print Centre and Games Area, the Operations Manager - Bars, the Operations Manager - Retail, the Operations Manager - SU Print Center - Production and Technical Support, the Operations Manager - Venues, the Director - Student Financial Aid Information Centre, the Personnel Manager, the Advocacy Director, and the Transitions Programs Manager; ~~These include the Operations Managers~~

~~of Room at the Top, Power Plant/Dewey's, and L'Express, Senior Operations Manager/SU Print Centre and Postal Outlet, the Operations Manager-Students' Union Print Centre Production & Technical Support, the Operations Manager of SUBTitles, and Student Financial Aid and Information Centre Coordinator, the Personnel Manager, the Gateway Advertising Manager, and the Students' Union Researcher;~~

c) The Executive Assistant to the President ~~Executive Committee~~ and General Manager.

9.01.4 Non-Union Hourly Positions are those non-permanent student positions within a Students' Union department for which the employee is paid on an hourly basis.

Examples include staff of the Students' Union Registries and Information Services, and the Speaker and Recording Secretary to Students' Council.

9.01.5 Project and Extraordinary Positions are temporary positions with the Students' Union that may be created from time to time, that are of less than sixty days duration, or with an honorarium of less than \$1000.

**Policy History:**

	<b>Date</b>	<b>Board/Committee</b>	<b>Date of Council Approval</b>
Created			
Updated			

# STUDENTS' COUNCIL

## Votes and Proceedings

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Tuesday July 13, 2004 – 6:00 p.m.  
Council Chambers 2-1 University Hall

### VOTES AND PROCEEDINGS (SC 2004-06)

2004-06/1

#### CALL TO ORDER

The meeting was called to order by Alex Abboud, Vice President External.

2004-06/3

#### SPEAKER'S BUSINESS

2004-06/3a

Election of an interim Speaker for the duration of the meeting.

#### Nominations for an interim Speaker:

SMITH nominates SAMUEL: SAMUEL accepts.

SMITH nominates BAZIN: BAZIN accepts.

TAYLOR (VPSL) nominates SHARMA: SHARMA declines.

NICOL nominates SMITH: SMITH declines.

KEHOE nominates PANDYA: PANDYA accepts.

#### Councilor Elected:

Councilor Samuel

2004-06/4

#### APPROVAL OF THE ORDERS OF THE DAY

SMITH/BAZIN MOVED TO approve the Orders of the Day.

SMITH/BAZIN MOVED THAT item 12d as part of the agenda package.

Amendment: CARRIED

LAW MOVED TO make item 12d a special order.

Amendment: FRIENDLY

KNISELY MOVED THAT a motion to reconvene Students' Council at a meeting of Students' Council on July 20, 2004, be made item 12b of the agenda package.

Amendment: FRIENDLY

KNISLEY MOVED TO strike item 11d from the agenda package.

**CARRIED**

**ABBOUD/TAYLOR (VPSL) MOVED TO** add motion by McLaughlin that Students' Council appoint one (1) councilor to the Discipline, Interpretation and Enforcement Board Selection Committee.

**Amendment: DEFEATED**

**Main Motion: CARRIED**

**2004-06-12a**

**MOTION BY LAW/BLATZ, RESOLVED THAT** upon the recommendation of the Executive Committee, Students' Council approve the memorandum of agreement between the U of A Students' Union and The Canadian Union of Public Employees Local 1368 effective April 1st 2004 to April 30th 2007.

**KIRKHAM/KEHOE MOVED THAT** Student's Council move in camera.

**FRIENDLY**

**SMITH/KNISELY MOVED TO** postpone until the next meeting of Students' Council.

**DEBENHAM/BARON MOVED** the previous question.

**DEFEATED**

**Motion to Postpone: CARRIED**

**TAYLOR (VPSL) MOVED THAT** Students' Council move ex camera.

**FRIENDLY**

**ABBOUD/LEWIS MOVED TO** make item 12b a special order.

**CARRIED**

**2004-06/12b**

**MOTION BY KNISELY/SMITH, RESOLVED THAT** a meeting of Students' Council be scheduled for July 20, 2004 in 2-1 University Hall at 6:00 p.m.

**Main Motion: CARRIED**

**LEWIS/SMITH MOVED TO** make item 9a a special order.

**FRIENDLY**

**2004-06/9a**

**MOTION BY LAW/SMITH, RESOLVED THAT** Students' Council upon the recommendation of the Budget Committee approve the Final 2004/2005 Budget.

**BAZIN MOVED THAT** Students' Council move to informal consideration.

**FRIENDLY**

**KNISLEY/WICENOWICH MOVED TO** amend account 505-8610-000 from "\$2,004.00" to "\$0.00".

**DEBENHAM/BARON MOVED** the previous question.

**DEFEATED**

**KOWANAMI/SMITH MOVED TO** amend the amendment by replacing the number "\$0.00" with the number "\$1,004.00".

**Amendment to the Amendment: CARRIED**

**Amendment: DEFEATED**

Speaker moved Students' Council into informal consideration.

**Main Motion: CARRIED unanimous**

**2004-06/8** **EXECUTIVE COMMITTEE REPORT**

Speaker declares the Executive Committee report approved.

**2004-06/9** **BOARD AND COMMITTEE REPORTS**

**2004-06/9b** **MOTION BY ABOUD/WICENTOWICH, RESOLVED THAT** Students' Council upon the recommendation of the Eugene L. Brody Funding Committee approve the expenditure of \$1,188.00 for the purchase of a pump, windows and paint for the Edzimkulu.

**Main Motion: CARRIED unanimous**

**2004-06/10** **OLD BUSINESS**

**2004-06/10a** **MOTION BY KNISELY/BAZIN, RESOLVED THAT** Council directs the Budget Committee to review the conduct of business and financial affairs of Students' Union and to recommend to Council improvements to bylaws respecting conduct of business and financial affairs not later than December 7, 2004.

**BAZIN MOVED TO** add the words "and budget process" after the words "Financial Affairs".

**Amendment: FRIENDLY**

**Main Motion: CARRIED**

**2004-06/10b** **MOTION BY KAWANAMI, RESOLVED THAT** Students' Council amend Standing Order 48.

**CURRENT**

48. Attendance and Roll Call



The Speaker will conduct a roll call immediately prior to adjournment or 3 hours after the call to order, whichever is earlier, to record the attendance of members.

**PROPOSED**

48. Attendance and Roll Call

The Speaker will conduct a roll call immediately after speaker's business and immediately prior to adjournment or 3 hours after the call to order, whichever is earlier, to record the attendance of the members

**DEBENHAM/KNISELY MOVED TO** postpone indefinitely.

**Motion to Postpone: DEFEATED**

**BAZIN/NICOL MOVED TO** limit debate to ten (10) minutes.

**CARRIED**

**PANDYA/KEHOE MOVE TO** strike the proposed Standing Order #48 and replace it with "Councilors shall sign in and note the time of their arrival and departure with a list to be authorized by the Speaker."

**Amendment: DEFEATED**

**LEWIS/SMITH MOVED TO** extend debate indefinitely.

**DEFEATED**

**KEHOE/PANDYA MOVED THE** amendment that "The speaker will conduct a roll call immediately after Speaker's Business to record the attendance of the members."

**Amendment: DEFEATED**

**Main Motion: CARRIED**

**McLAUGHLIN/KOTOVYCH MOVED TO** make item 11a a Special Order.

**CARRIED**

2004-06/11a

**Bill #5 – Awards Administration Amendment Motion (sponsor; McLAUGHLIN)**  
(second reading)

**Main Motion: CARRIED**

2004-06/10c

**MOTION BY KNISELY, RESOLVED THAT** Students' Council adopt a political policy regarding the Post-Secondary Learning Act.

WHEREAS the Students' Union of the University of Alberta is a corporation organized and existing under the Post-secondary Learning Act;

AND WHEREAS the Students' Union of the University of Alberta, as part of its mandate, must from time to time oppose the policies, regulations, and methods of the University of Alberta and the Government of Alberta;

AND WHEREAS the fulfillment of the mandate above requires financial and political independence from the University of Alberta and the Government of Alberta;

AND WHEREAS the circumstances giving rise to the comments of the President of the University of Alberta published by the Edmonton Journal in May 2004 suggest that the Government of Alberta is willing to exert inappropriate influence over the University of Alberta to further the political goals and preserve the public reputations of members of the Executive Council of Alberta;

AND WHEREAS the ability of the Students' Union of the University of Alberta to fulfill its mandate above may be seriously compromised by undue financial and political influence as a result of provisions of the Post-secondary Learning Act relating to the intervention of the Minister of Learning in cases of financial irregularity;

AND WHEREAS the assets of the Students' Union of the University of Alberta rightfully belong to its members;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Students' Union of the University of Alberta opposes the authority of the Minister of Learning to intervene in the management of its business and other affairs;
2. The Students' Union of the University of Alberta believes that the ability of the Minister of Learning to suspend and terminate the office of members of Students' Council breaches the political independence of the Students' Union; and
3. The Students' Union of the University of Alberta most strongly opposes the authority of the Minister of Learning to dissolve the Students' Union under section 102(5) of the Act in the absence of a dissolution agreement between the Students' Union and the Government of Alberta as to the disposition of the assets and liabilities of the Student's Union.

**KOTOVYCH/KEHOE MOVED TO** refer the motion to the External Review Board.

**CARRIED**

2004-06/11

**LEGISLATION**

2004-06/11b

**Bill #6 - Student Groups and Student Groups Committee Update Motion (Sponsor; TAYLOR(VPSL))**

Principles (first reading)

1. Existing Legislation Regarding Student Groups and the Student Groups Committee is repealed.
2. The Student Groups Committee will no longer play an administrative role and will be limited to granting.
3. The Composition of the Committee will be:
  - a. The Director of Student Groups as Chair
  - b. The Vice-President Operations & Finance
  - c. Three Councilors from Students' Council
  - d. Four students'-at-large

4. The Committee shall set out all regulations regarding the granting of Student Groups Grants.
5. No grant shall exceed \$1500.00
6. All the existing powers granted to the Student Groups Committee with the exception of granting will be transferred to the Director of Student Groups.
7. Club administrative privileges will be removed from by-law.
8. Membership requirements for a student group will:
  - a. Must meet all requirements of U of A Student Groups; and
  - b. A minimum of 1/2 of the members must be SU members; and
  - c. A minimum of 2/3 of the members must be SU members and/or alumni
  - d. 2/3 of the Executive Committee must be SU members
9. The application process shall be the same as that required by the University
10. Student Group status expires April 30<sup>th</sup> of each year and must be renewed on an annual basis.
11. Student Groups Must report to the Director of Student Groups if required.
12. The Director of Student Groups may suspend Student Group privileges for cause.
13. Decisions of the Director of Student Groups may be appealed to the Vice-President Student Life.

**SMITH MOVED TO** replace #5 with the words "No Student Group shall receive more than \$1,500.00 in grants in any one year".

**Amendment: FRIENDLY**

**KNISELY/KEHOE MOVED TO** add the end of #13 "and further appeal to the Discipline, Interpretation and Enforcement Board".

**Amendment: DEFEATED**

**SMITH MOVED TO** insert the words "Selected by Students' Council" to the end of #3c.

**Amendment: CARRIED**

**KNISELY/WICENTOWICH MOVED TO** add to #3a "the chair will not vote except in the case of a tie".

**Amendment: CARRIED**

**SMITH/NICOL MOVED TO** strike sections #6, #7, and #11.

**Amendment: CARRIED**

**KNISELY//BAZIN MOVED TO** strike the word "must" in #10 and replace it with the word "may".

**SMITH MOVED TO** amend the amendment by striking the words from #10 "and must be renewed on an annual basis".

**Amendment to the Amendment: FRIENDLY**

**Amendment: CARRIED unanimous**

**SMITH/BAZIN MOVED TO** replace #3a “Director of Student Groups” with the words “Students' Union employee responsible for dealing with Student Groups and designated by the Executive Committee for that purpose, such employee to be an undergraduate student”.

**Amendment: CARRIED**

**BARON/SOMAYAJI MOVED TO** adjourn.

**DEFEATED**

**SMITH/LEWIS MOVED TO** replace #12 and #13 with a new #12 to read: “the Vice President Student Life shall develop, in conjunction with the University, a procedure through with Student Group privileges may be suspended and shall forward this procedure to Council”.

**SHARMA/ABBOUD MOVED TO** adjourn.

**Adjournment: CARRIED**

**ATTENDANCE (SC 2004-06)**

Faculty/Position	Name	Present/Absent
President	Jordan Blatz	√
VP Academic	Lisa McLaughlin	√
VP External	Alex Abboud	√
VP Finance	Alvin Law	√
VP Student Life	Duncan Taylor	√
BoG Undergrad Rep.	Roman Kotovych	√
Agriculture, Forestry and Home Economics	Leah Bennett	X
Arts	Catrin Bergoff	√
Arts	Gabrielle Donnelly	√
Arts	Aaron Johnson	X
Arts	Adam Knisely	√
Arts	Tamara Larter	X
Arts	Chris Laver	X
Arts	Cameron Lewis	√

Arts	Anand Sharma	√
Business	Chelsea Baron	√
Business	Steve Smith	√
Business	Nandini Somayaji	√
Education	Sean Clovechok	X
Education	Trevor Panas	X
Engineering	Josh Bazin	√
Engineering	Graham Lettner	X
Engineering	Jamaal Montasser	X
Engineering	Gary Wicentowich	√
Law	Tara Thompson	√
Medicine and Oral Health Sciences	Brock Debenham	√
Native Studies (School of)	Matthew Wildcat	X
Pharmacy	Erica Skopac	√
Science	Justin Kehoe	√
Science	Stephen Kirkham	√
Science	Darren Lau	√
Science	Scott Nicol	√
Science	Shawna Pandya	√
Science	Chris Samuel	√
Science	Kelli Taylor	√
Science	Omer Yusuf	√
General Manager	Bill Smith	X
Speaker	Gregory Harlow	X