

**MEMORANDUM OF AGREEMENT**  
**FOR COLLECTIVE BARGAINING CHANGES TO THE COLLECTIVE AGREEMENT**  
**EXPIRATION DATE DECEMBER 31, 2009**

**BETWEEN**

**EDMONTON SPACE & SCIENCE FOUNDATION**  
**(the "Foundation")**

and

**CIVIC SERVICE UNION 52**  
**(the "Union")**

**The parties agree to the following changes to the Collective Agreement (subject to ratification by the Union membership):**

**1. AMENDMENT AND TERMINATION**

The duration of this Agreement shall be for the period of **January 1, 2010, to December 31, 2011**. All provisions of this Agreement shall become effective on the above specified commencement date unless otherwise specifically provided.

This Agreement shall take effect on the date of signing and shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date. If amendment is desired notice shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force in accordance with the provisions of the Labour Relations Code. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

**4.02 Average Daily Hours of Work**

\*The words "average daily hours of work" when used in this Agreement shall mean the average scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly period divided by nine (9) or ten (10) as determined by the hours of work assigned to the position. The average scheduled hours of work shall be calculated over the employee's complete shift cycle. Where an employee is not subject to a regular bi-weekly schedule, the average scheduled hours of work shall be determined by dividing the total hours worked by the employee in the preceding eight (8) weeks by thirty six (36) weeks days or 40 days.

## **7.01 Reporting Unsafe Work Conditions**

\*Employees are required to report any unsafe conditions to their supervisor or to the ~~Vice President, Operations management representative as designated by the President.~~ The management representative designated by the President will be posted in an accessible location for all employees. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Occupational Safety and Health Committee and the Union.

## **8.01 Regular Hours of Work**

### **\*8.01.01 Permanent Employee Working Full-time Hours (except Outreach Coordinator; Fund Development Officer; Assistant Manager, Food Services)**

The regular full-time hours of work shall not exceed ten (10) consecutive hours of work, including an unpaid lunch break, in any shift, nor more than one (1) shift per day and shall not exceed 67.5 hours in a nine (9) working days in a bi-weekly period or 75 hours in ten (10) working days in a bi-weekly period and shall include flexible hours per day/week. Travel time for Outreach Coordinators is included unless otherwise agreed.

The regular full-time hours of work for a full-time position shall be determined by the Foundation at the time of establishing a new position or posting to fill a vacant position. The established regular full-time hours of work shall not be changed except by mutual consent between the incumbent employee and the Foundation.

When an employee working full-time hours exceeds ten (10) hours per day, such excess hours or parts thereof shall be deemed to be overtime work within the meaning of Article 12.

### **8.01.02 Permanent Full-time Outreach Coordinator**

~~\*The full time hours of work for an Outreach Coordinator will be 37.5 hours per week and shall not exceed 75 hours in ten (10) working days in a bi-weekly period and include flexible hours per day/week. Such hours of work include travel time unless otherwise authorized.~~

### **8.01.03 Fund Development Officer**

~~\*\*The full time hours of work for a Fund Development Officer shall not exceed ten (10) hours of work, including an unpaid lunch break, in any shift, nor more than one (1) shift per day and shall not exceed 75 hours in a ten (10) working days in a bi-weekly period, however,~~ In accordance with Article 12.06.01., where an employee is required and authorized to work in excess of 75 hours in a bi-weekly period, the employee shall balance their time over a ninety (90) day period.

**8.01.04** ~~Assistant Manager, Food Services~~

~~\*\*The full-time hours of work for a Assistant Manager, Food Services shall not exceed ten (10) hours of work, including an unpaid lunch break, in any shift, nor more than one (1) shift per day and shall not exceed 75 hours in a ten (10) working days in a bi-weekly period, this position requires flexible hours of work per day/week.~~

**8.01.06 Part-time Employee**

The regular part-time hours of work shall not exceed ~~67.5~~ 75 hours bi-weekly scheduled in one or more positions. Employees working part-time hours shall work the assigned number of hours not to exceed ten (10) hours per day, excluding an unpaid break in any shift.

**8.04 Consecutive Days Off (for Permanent Employees Working Full-time Hours)**

**8.04.01. Permanent Employees Active on March 20, 2008**

\*All permanent employees working full-time hours that were actively employed on ~~the day of ratification of this Agreement~~ **March 20, 2008** shall be entitled to at least two (2) weekends off per month, which shall be mutually agreed upon between the employee and the employer.

**8.04.01.01. Employee Opt-out**

An employee covered under Article 8.04.01. may opt-out of the provisions of that article and, by indicating to the employer their preference, they agree to be scheduled in accordance with Article 8.04.02.

~~**\*\*8.04.01.02. Assistant Manager, Food Services**~~

~~The Assistant Manager, Food Services, shall receive an average of two (2) weekends off per month calculated over a two (2) month cycle.~~

**11.01 Regular Schedules**

Hours of work schedules shall be posted and maintained in a prominent place readily available to the employees concerned.

Hours of work schedules will extend for a period of at least thirty (30) calendar days and new schedules will be posted at least seven (7) days prior to implementation. **In the School Programs department if it is not possible to confirm a thirty (30) day schedule, hours of work schedules will extend for a period of at least fourteen (14) calendar days and new schedules posted at least seven (7) days prior to implementation.**

## **12. OVERTIME AND PREMIUM PAY**

### **12.01 Authorization**

All overtime must be pre-authorized.

### **12.02 Overtime Rate of Pay**

Overtime work shall be paid at two (2) times an employee's regular hourly rate of pay for each hour worked.

### **12.03 Eligibility**

Permanent and part-time employees (except Outreach Co-ordinators and Custodians) are not eligible for the overtime rate until they have completed the number of hours included in the regular daily hours of work established for employees in their section.

#### **12.03.01 Part-time Employees**

Part-time employees shall be paid the overtime rate for hours in excess of ~~ten~~ **eight (8)** hours per day.

#### **12.03.02 Outreach Co-ordinators and *Assistant Manager, Food Services***

Outreach Co-ordinators and *the Assistant Manager, Food Services*, shall be eligible for overtime after ten (10) hours work in a day or ~~37.5~~ **75** hours in a 2 week period.

#### **14.01.02.03 Part-time to Permanent Conversion**

Should a part-time employee become a permanent employee, the part-time hours shall be converted to a review date for the purpose of progression through the pay bands as per Article 14.01.02.

**Effective the date of this Agreement, the calculations shall be based on equivalent full-time service of 75 hours bi-weekly rounded to the nearest day.**

**Prior to March 20, 2008, equivalent full-time service shall be based on 67.5 hours bi-weekly. From March 20, 2008 to effective date of this Agreement, equivalent full time service shall be based on either 67.5 hours or 75 hours bi-weekly, depending on the selection made by the employee for the appropriate time period.**

#### **15.02 Part-time Employees**

Part-time employees seniority shall be determined based on actual hours worked in any position coming within the jurisdiction of this Agreement. Should a part-time employee become a permanent employee, the part-time seniority hours shall be converted to a seniority date based on equivalent full-time service.

**Effective the date of ratification of this Agreement, the calculations shall be based on equivalent full-time service of 75 hours bi-weekly rounded to the nearest day.**

**Prior to March 20, 2008, equivalent full-time service shall be based on 67.5 hours bi-weekly. From March 20, 2008 to effective date of this Agreement, equivalent full time service shall be based on either 67.5 hours or 75 hours bi-weekly, depending on the selection made by the employee for the appropriate time period.**

#### **16.05 Vacation Conversion Part-Time to Permanent**

Should a part-time employee become a permanent employee, the part-time hours shall be converted to a vacation date based on equivalent full-time service of ~~67.5 hours bi-weekly~~ rounded to the nearest day.

**Effective the date of ratification of this Agreement, equivalent full time service shall be based on 75 hours bi-weekly.**

**Prior to March 20, 2008, equivalent full-time service shall be based on 67.5 hours bi-weekly. From March 20, 2008 to effective date of this Agreement, equivalent full time service shall be based on either 67.5 hours or 75 hours bi-weekly, depending on the selection made by the employee for the appropriate time period.**

#### **16.14 Posting of Vacation Schedules**

**Employees shall submit their requests for vacation** ~~A vacation schedule shall be posted on Foundation Bulletin Boards accessible to all employees no later than April 30th of each calendar year. Employees who fail to indicate a choice of vacation leave by May 15th of that same calendar year will have waived whatever rights they may have had to choose their vacation leave period. A completed vacation leave schedule for all employees shall be posted in an electronic format accessible to all applicable employees in each department by May 30th of that same calendar year. Seniority for additional choices of vacation leave shall not apply until each employee on such schedule has had the opportunity of indicating their first choice or has been assigned vacation as the case may be.~~

#### **17.02.02.03 Terms**

Parental leave shall be unpaid with no sickness allowance except as provided in Appendix ~~D~~ E - Disability Insurance. The employee will not lose seniority.

Upon production of a medical certificate, a female employee may commence sick leave prior to her estimated date of delivery. Such sick leave shall not be considered part of parental leave.

#### **18.05 Health and Welfare Benefits**

Attached hereto is a summary of the Foundation's ~~Alberta Health Care Plan (Appendix A)~~, Major Medical Plan and Cost (Appendix ~~E~~ B), Dental Plan and Cost (Appendix ~~D~~ C), Group Life Insurance Plan and Cost (Appendix ~~E~~ D), and Disability Insurance Plan and Cost (Appendix ~~F~~ E). It is understood and agreed that the Foundation is not an insurer and that the benefits set out in each appendix shall be governed by the contract with the insurer.

## **18.07 Health Spending Account – NEW**

The Foundation shall provide a Health Care Spending Account beginning January 1, 2011 as follows:

### **Eligibility – Permanent Employees**

- A permanent employee working full time hours who has completed three (3) months of continuous employment with the Foundation or a permanent employee who has achieved benefit status.
- Be actively at work during the first pay period of each year and/or the pay period in which July 1 occurs.
- Actively at work means those employees who are at work for all or a portion of the first pay period of the year or the pay period in which July 1 occurs and includes those employees who are on maternity or parental leave, STD, LTD, WCB, vacation or other paid leave until such time as they are no longer an employee of the Foundation.

### **Health Care Spending Account Credit Deposits**

- Health Care Spending Credits shall be deposited to the employee Health Care Spending Account at 2 instances within the policy year, pending the employee's eligibility at each instance.
- These instances shall be; the first pay period of the year and/or the pay period in which July 1 occurs.

### **Health Care Spending Account Credit Amounts**

- The amount deposited into the employee's Health Care Spending account is determined by the employee's dependant status at the time of each Health Care Spending Account Deposit instance.

#### **Class A Employees with dependents**

- Account credit of \$250.00 shall be deposited at each eligible instance. The annual maximum credit per eligible employee shall be \$500.00.

#### **Class B Employees without dependents**

- Account credit of \$125.00 shall be deposited at each eligible instance. The annual maximum credit per eligible employee shall be \$250.00.

### **Health Care Spending Claims**

- a) To qualify for reimbursement from the Health Spending Account, the expense must be (i) a qualifying expense under the *Income Tax Act* (Canada); (ii) incurred after the date the Health Spending Account credits were deposited to the eligible employee's account; and (iii) all other sources of reimbursement must have been accessed first.

- b) Expenses may be submitted on behalf of eligible dependents as outlined by Appendix A of the collective agreement.
- c) All expenses incurred during a Policy Year must be submitted no later than 90 days after the end of the plan year in which the expenses are incurred.
- d) At the end of the Policy Year, unused Health Spending Account credits may be carried forward to the next Policy Year. Credits that have been carried forward must be used within the following Policy Year to avoid forfeiture.
- e) Within 90 days of termination, employees must submit final reimbursements to the plan administrator for expenses incurred prior to their termination date. Any unused Health Care Spending Account credits will be forfeited.
- f) Any forms required in order to submit a claim under the Health Spending Account will be provided by the Foundation to eligible employees upon request.
- g) An employee will be responsible for the administration cost associated with making a claim. The Foundation will reconcile and deduct such costs from the employee's bi-weekly pay. The costs will be deducted quarterly or upon termination. The current administration cost is \$6 per claim. The Foundation will advise the employees if the cost is increased.
- h) A Policy Year is defined as the period between January 1 and December 31 of each year.

### **23.01 Temporary Positions**

A temporary position shall not exceed twelve (12) months, **except where a vacancy is posted in accordance with Article 23.04.** Should it be desired to extend said period beyond twelve (12) months, the matter must be agreed to by the parties to this Agreement.

**23.04 A temporary position to replace a permanent employee who is on an approved:**

- **Maternity leave of absence; and/or**
- **Parental leave of absence; or**
- **Extended leave due to illness or injury,**

**may be posted for a period of up to eighteen (18) months and a temporary employee hired to fill the position shall retain their temporary status while replacing the permanent employee for a period of up to eighteen (18) months.**

### 30. WAGES/TERM

**2-year contract expiring December 31, 2011.**

<b>January 1, 2010</b>	<b>3.0 % with full retroactivity to expiration of previous agreement, December 31, 2009, for all employees who had active status as of August 27, 2010.</b>
<b>January 1, 2011</b>	<b>3.0 %</b>

### APPENDIX "A"

#### ALBERTA HEALTH CARE

~~A permanent employee working full time hours who has completed three (3) months of continuous employment with the Foundation or a permanent employee who has achieved benefit status, shall be a member of the Alberta Health Care Insurance Plan through the Foundation unless the employee has coverage by virtue of the spouse's membership in the Plan. The Foundation shall pay fifty (50%) percent of the premium and the member shall pay fifty (50%) percent of the premium by payroll deduction. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under this section.~~

(and subsequent re-lettering of Appendices)

Letter of Understanding I – agree to renew with change to language

It is agreed by the parties to this Agreement that the Foundation may post and hire Summer Science Camp Instructors in accordance with the following procedures:

- (a) The creation of the classification identified as Summer Science Camp Instructors;
- (b) The positions affected by this Letter of Understanding are not to exceed sixteen (16) weeks in duration;
- (c) The normal hours of work will be up to forty (40) hours per week, eight (8) hours per day;
- (d) This Letter of Understanding is in effect for the duration of the current Collective Agreement;
- (e) The Foundation will notify the Union of all applicants. The Foundation will also notify all CSU 52 applicants who are employed by the Foundation, in writing, of the selected candidates.
- (f) The Foundation may consider previous service with the Foundation when determining the appropriate starting rate.
- (g) **The volunteers for the 16 week Summer Science Camp Program may volunteer up to 40 hours per week. The volunteers will assist the Instructors and will not replace or perform the duties and responsibilities of the Instructors.**

Letter of Understanding II – not renewed

Letter of Understanding III – not renewed

Letter of Understanding IV – incorporated into the Collective Agreement

SIGNED this 9<sup>th</sup> day of November, A.D. 2010

Jamara Chives  
Civic Service Union 52

  
Edmonton Space & Science Foundation

