

COLLECTIVE AGREEMENT

BETWEEN

**EDMONTON SPACE & SCIENCE
FOUNDATION**

AND

CIVIC SERVICE UNION 52

DURATION:

JANUARY 1, 2017 TO DECEMBER 31, 2022

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COLLECTIVE AGREEMENT

between

**THE EDMONTON SPACE &
SCIENCE FOUNDATION
(hereinafter called the "Foundation")**

OF THE FIRST PART

-- and --

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

OF THE SECOND PART

1. AMENDMENT AND TERMINATION

- * The duration of this Agreement shall be for the period of **January 1, 2017, to December 31, 2022**. 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.

2. SCOPE

This Agreement shall apply to all employees of the Foundation except employees exercising managerial functions or those employees employed in a confidential capacity in matters relating to labour relations.

3. MEMORANDA OF UNDERSTANDING OR AGREEMENT

During the process of collective bargaining for this Collective Agreement, Memoranda or Agreement of Letters of Understanding reduced to writing and executed by agents of the Foundation and the Union shall become part of the said Collective Agreement.

4. DEFINITIONS

4.01 Anniversary Date

The words "anniversary date" when used in respect to vacation entitlement shall mean the annual anniversary of the date of an employee's appointment with the Foundation.

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) days or forty (40) days.

4.03 Banked Overtime Year

The words "banked overtime year" when used in this Agreement shall mean the period of twelve (12) consecutive months commencing with the first day of January to December 31.

4.04 Calendar Year

The words "calendar year" when used in this Agreement shall mean a period of twelve (12) calendar months, commencing with the first day of January to December 31.

4.05 Class

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

4.06 Disability

The word "disability" when used in this Agreement shall mean, unless otherwise specified, the inability of members to perform all of the regular duties of their occupation by reason of a non-compensable illness or injury.

4.07 Hours of Work Schedule

The words "hours of work schedule" when used in this Agreement shall mean a timetable of the hours of work, exclusive of overtime, assigned to a position.

4.08 Imminent Danger

The phrase "imminent danger" when used in this Agreement shall mean a danger which is not normal for that occupation or a danger under which person(s) engaged in that occupation would not normally carry out their work.

4.09 Increment

The word "increment" when used in this Agreement shall mean the difference between one step

of an employee's assigned pay range and the immediately next greater step of the same pay range.

4.10 Interpretations

In this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular, words of masculine gender shall include the feminine.

4.11 Member

The word "member" when used in this Agreement, in reference to a specific Plan contained herein, shall mean individuals who through their employment with the Foundation has entered into participation in such Plan, in accordance with the requirements of such Plan and has continued to participate in such Plan.

4.12 Monthly Salary

The words "monthly salary" when used in this Agreement shall mean: Annual salary at the regular rate of pay, divided by twelve (12).

4.13 Off Days

The words "off days" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

4.14 Employee

The word "employee" shall mean a person assigned to a position coming within the scope of this Agreement.

4.14.01 Permanent Employee

The words "permanent employee" shall mean an employee who works either full-time hours, or part-time hours in excess of twenty (20) hours per week, in an established position and has successfully completed probation. Permanent employees are eligible for benefits as stipulated in the Appendices.

4.14.02 Part -Time Employee

The words "part-time employee" shall mean any employee who normally works in a position less than twenty (20) hours per week.

4.14.03 Temporary Employee

The words "temporary employee" shall mean any employee hired for a specific term of less than twelve (12) months who works either full-time or part-time hours, unless otherwise agreed to by the parties of this agreement.

4.14.04 Probationary Employee

The words "probationary employee" shall mean any employee who is serving the required probationary period.

4.15 Position

The word "position" when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

4.16 Promotions

The word "promotion" when used in this Agreement shall normally mean the advancement of employees to positions with higher pay ranges than their present positions.

4.17 Regular Hours of Work

The words "regular hours of work" when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime.

4.18 Regular Rate of Pay

The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position within the pay range specified for the class of such position or such higher special rate which may be authorized.

4.19 Step

The word "step" when used in this Agreement shall mean an established pay level (rate of pay) within the pay range assigned a position or classification.

4.20 Vacation Credits

The words "vacation credits" when used in this Agreement shall mean earned vacation entitlement in hours based on service and accumulated on a bi-weekly basis.

4.21 Vacation Year

The words "vacation year" when used in this Agreement shall mean each period of twelve (12) consecutive months commencing with the pay period in effect on the employee's day of entry into the service of the Foundation and concluding with the pay period in which the employee's anniversary date falls.

4.22 Volunteer

* The word "volunteer" means people who donate their time and services to the Foundation and will not directly or indirectly receive any remuneration. It is agreed between the parties that any one person may not volunteer more than twenty (20) hours of time and services in any week, **volunteers within the Camp Program may volunteer up to forty (40) hours of time and services in any week.** It is further agreed between the parties that no volunteer will perform the duties and responsibilities of a continuing position, currently occupied and covered by this Collective Agreement, on a continuing basis.

5. MANAGERIAL RESPONSIBILITIES

5.01 Managerial Rights

The Union recognizes that it is the function of the Foundation to exercise the regular and

customary function of management and to direct the working forces of the Foundation, subject to the terms of this Agreement.

5.02 Discipline

5.02.01

The Foundation reserves the right to discipline employees for just cause. Copies of all disciplinary reports, other than documented oral reprimands and notices of investigation, shall be provided to the Union, indicating clearly the exact nature of same. Should the Union or the employee be of the opinion that any discipline is unjust, then that disciplinary action may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

5.02.02

Past disciplinary reports shall be deemed void after an employee has maintained a clear record with no infraction for a period of eighteen (18) months and shall be removed from the employee's personnel file at their request.

5.02.03

Employees shall be entitled to have access to their Personnel file. They may reply in writing to any document contained in the files which reflects upon their work performance with the Foundation and such reply shall become part of their permanent records.

5.02.04

- * Where a supervisor documents **any performance issue through a progressive discipline process with** an employee, the employee will be made aware of such documentation **before it becomes part of their personnel file and permanent record.**

5.02.05

Where employees are required to meet with a representative of the Foundation for the purpose of applying discipline to said employees the employees shall, should they so desire, be entitled to have a Union representative present during such meeting.

5.03 Driving Accident Investigation

It is agreed between the parties hereto that a Union representative may be present on request of either party, when a driver is to be questioned regarding an accident by other than Police.

5.04 Arbitration Board Authority

The Foundation recognizes that an employee may be suspended, terminated or discharged for just cause only and, where an employee has been suspended, terminated or discharged, the Arbitrator or Arbitration Board, after finding there was insufficient cause for the suspension or dismissal or finding the penalty unfair or unreasonable, may:

- a) direct the employer to reinstate the employees and pay the employees a sum equal to their wage loss by reason of their suspension or dismissal or a lesser sum as, in

the opinion of the Arbitrator or Arbitration Board, is fair and reasonable; or

- b) make such other directive varying the penalty as it considers fair and reasonable.

5.05 Cash Shortages & Overages

Any employee handling cash coming within the scope of this Agreement shall not be required to make up any shortages in their daily cash balances. It is further agreed that such employees shall not receive any benefits from any cash overage.

Departments shall, however, maintain a record of each employee's overage and shortages and based on such results shall take whatever action is deemed appropriate by the Foundation.

6. UNION SECURITY

6.01 Union Recognition

The Foundation recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.

The Foundation shall not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

6.01.01

Should the Foundation be found to enter into any agreement with any employee or group of employees without Union consent, the terms and conditions of this Agreement shall override any individual agreement.

6.02 Negotiations

The parties hereby agree to negotiate with each other concerning matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

6.03 No Discrimination

There shall be no discrimination against any employee by either party by virtue of that employee's sex, sexual preference, religion, race, age, marital status, union or political affiliation or place of residence or any other reason defined by the Alberta Human Rights Act.

6.04 Forwarding of Union Dues

6.04.01

The Foundation agrees to deduct, from the wages of all employees covered by this Agreement, Union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union shall give the Foundation thirty (30) calendar days' notice as to any

change in the deduction of Union dues.

6.04.02

The total deductions of dues shall be forwarded via cheque or electronic funds transfer to the Union within ten (10) days of the pay period ending and the cheque or electronic funds transfer shall be accompanied or immediately followed by a list of employees showing the amounts deducted.

6.05 Names and Addresses of Representatives

The Union shall inform the Foundation in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the Foundation in writing of any changes to such list of names.

6.06 Leave of Absence for Union Affairs

The Foundation shall grant leave of absence to employees representing the Union in accordance with the provisions as outlined in Articles 17.01.01 and 17.02.01.

6.07 List of Employee Names, Telephone Numbers and Addresses

The Foundation shall provide the Union with a list of employee names, telephone numbers and addresses in April and October each year. This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees cover by this Agreement, as these responsibilities relate to their members' employment relationship with the Foundation.

The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by the collective agreement and/or applicable privacy legislation.

7. SAFETY

7.01 Reporting Unsafe Work Conditions

Employees are required to report any unsafe conditions to their supervisor or to the 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.

7.02 Imminent Danger

No employee shall operate or be directed to operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or any other employee present at the work site.

7.03 Occupational Safety and Health Committee

An Occupational Safety and Health Committee will be established consisting of equal membership from both Union employees and the employer, recognizing that preventing occupational illnesses, accidents and injuries is the responsibility of everyone in the work place. This Committee will be responsible for ensuring that the requirements of the Occupational Health and Safety Act and any other relevant legislation and codes are being followed.

8. HOURS OF WORK

8.01 Regular Hours of Work

8.01.01 Permanent Employee Working Full-time Hours

The regular full-time hours of work shall not exceed eight (8) consecutive hours of work, excluding an unpaid lunch break, and shall not exceed 67.5 hours in a nine (9) working days (as per Schedule of wages "A" hours) in a bi-weekly period or 75 hours in ten (10) working days (as per Schedule of wages "B" hours) in a bi-weekly period and shall include flexible hours per day/week to the maximum bi-weekly working hours as directed by the manager. 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.

The Union and the Foundation agree that certain Full time employees may find it desirable to enter into a Flexible Averaging Agreement. *The foundation specifically agrees that it will in no way attempt to unduly influence any employee into entering a Flexible Averaging Agreement.* Where an employee so desires, that employee and the Foundation may enter into a Flexible Averaging Agreement into the form found at Appendix "II" of this collective agreement and that no further or additional consent is required by the Union. The Flexible Averaging Agreements will be effective the day the employee signs the agreement and will end upon the expiry (following any applicable bridging period under s. 130 of the Labour Relations Code, RSA 2000, c. L-1) of the collective agreement currently in force to which this form is attached as Appendix "II".

If due to operational need a Full Time employee's hours of work need to be adjusted, the Foundation will make every effort to adjust the full time employee's hours of work schedule (including employees who have entered into a Flexible Averaging Agreement) as per Article 11.02 to minimize the need for overtime. However in the event that this is not possible due to operational need, overtime pay will be applicable as per Article 12.

8.01.02 Permanent Employees Working Part-time Hours

Unless otherwise mutually agreed, permanent employees working part-time hours will be guaranteed an average of twenty (20) hours in a weekly period, averaged over each quarter of a calendar year.

8.01.03 Part-time Employee

- * The regular part-time hours of work, **with the exception of Camp Instructors and Junior Camp Instructors**, shall not exceed seventy-five (75) hours bi-weekly scheduled in one or more positions. **Camp Instructors and Junior Camp Instructors shall not exceed eighty (80) hours bi-weekly.** 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.

8.02 Breaks

The normal unpaid lunch period shall be a minimum of one-half (1/2) hour to a maximum of one (1) hour by mutual agreement between the employee and the employer.

Where an employee is not allowed to take a break the employee will then be paid at overtime rates as per Article 12.04 for the break time.

8.03 Breaks for House Managers and Sleep Over Supervisors

- * In the event that a House Manager or Sleep Over Supervisor is required to remain on premises during their unpaid lunch break, they shall be compensated at their regular hourly rate of pay for the time of the break.

Should an employee be required to remain on the premise during their unpaid lunch break while on shift during the overnight hours of Midnight to 8am, they will be compensated at overtime rates as per Article 12.04 for the break time.

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 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.

8.04.02. Permanent Employees hired After March 20, 2008

All permanent employees working full-time hours hired after March 20, 2008 and those employees who have chosen to opt-out in accordance with 8.04.01.01., shall be entitled to two (2) consecutive days off per week which shall be scheduled adjacent to any day(s) off that result from participation in a compressed or flexible hours of work program.

9. REPORTING FOR DUTY

An employee shall report for duty at the assigned place of work and shall go to and from their

assigned place of work on their own time consistent with the Foundation's Travel Authority Policy.

10. MEDICAL EVALUATIONS

Employees who are required by the Foundation to undergo regular medical examinations as a result of the nature of their employment with the Foundation shall have the cost of such medical evaluations borne by the Foundation.

11. SCHEDULES

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.

11.02 Changes to Schedules

Employees will normally be given five (5) calendar days' notice of any changes to their scheduled shift(s). The first two (2) hours of each shift worked by the regularly scheduled employee without proper notice will be paid two (2) times their regular hourly rate of pay, to a maximum of five (5) shifts or a maximum of ten (10) hours in any one incident.

If required, part-time employees may agree to have an existing or scheduled shift extended to a maximum of two (2) hours when the extension occurs on the day of the shift and it will not be considered a shift change.

11.03 Minimum Scheduled Shift

- * Scheduled work shifts shall be a minimum of three (3) hours excluding shifts required for training, orientation and meetings.

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 eight (8) hours per day.

12.04 Breaks During Overtime Hours

Employees required to work two (2) hours or more of consecutive overtime shall be eligible for a paid meal break of one-half (1/2) hour. Employees shall be eligible for a paid meal break of one-half (1/2) hour for each additional consecutive four (4) hours of overtime.

12.05 Scheduling of Overtime

When the Foundation requires overtime work, it shall first ascertain if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Foundation be able to direct employees to work overtime. All scheduled overtime shall be distributed as evenly as possible among employees concerned.

12.06 Banked Overtime

12.06.01

Employees shall be compensated by one of the following options upon mutual agreement between the employees and the employer:

- (a) They shall be paid at two (2) times their regular hourly rate for each hour worked;
- (b) They shall be paid at their regular rate of pay for each hour worked and credited an equal dollar amount to their overtime bank; or
- (c) They shall credit the total dollar amount (two (2) times their regular rate) for each hour worked to their overtime bank.

12.06.02

Banked time shall be scheduled by mutual agreement between the employee and the employer. In the event that mutual agreement cannot be reached for scheduling such time, the employer may exercise their right to pay out an amount equal to fifty (50%) percent of the banked time entitlement on an annual basis and the balance to be scheduled immediately, wherever possible by mutual agreement.

12.06.03

Upon termination, resignation or retirement of an employee, all banked overtime credits shall be paid to the employee.

12.07 Stand-By

12.07.01

Should employees be required for Stand-by Service, those employees must meet the following conditions:

- Employees must be assigned to and notified of Stand-by Service in writing by their Manager.
- When an employee is on Stand-by Service as stated above, the employee on Stand-by Service must be available and able to perform the work

12.07.02

The assigning of a paging device/cell phone to an employee is not an act that would result in an employee being automatically assigned to Stand-by Service. Consequently, an employee issued a paging device/cell phone would not be entitled to Stand-by pay unless that employee was assigned to Stand-by Service and was able to meet the other previously noted conditions.

12.07.03

Stand-by pay shall be paid on the following basis:

- Off shift - \$15.00 per 12 hour period
- Off days - \$25.00 per 24 hour period
- Statutory holidays - \$50.00 per 24 hour period

12.08 Telephone Calls and Remote Access

Employees who are required to respond to inquiries while away from the workplace, outside of their regularly scheduled hours shall be compensated at the applicable overtime rate for all time in excess of fifteen (15) minutes or the equivalent time in lieu for all time engaged in such matters. All time in excess of fifteen (15) minutes will be rounded to the nearest fifteen (15) minute increment for the purpose of calculating the appropriate compensation.

12.09 Call-out

A call-out is work performed at a time separate from an employee's regular hours of work. Employees on call-out shall receive not less than two (2) hours pay at the overtime rate of pay as defined in Article 12.02 for each call.

12.10 Work in Excess of Five Consecutive Days

12.10.01 Permanent Employees (except Outreach Coordinators)

Permanent employees (except Outreach Coordinators), who either work intermittently or are scheduled to work five (5) days or less per week, shall be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6th) and seventh (7th) consecutive day of work.

12.10.02 Part-time Employees

- * Part-time employees who either work intermittently or are scheduled to work five (5) days or less per week, shall be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6th) and seventh (7th) consecutive day of work. This

Article does not apply to part-time employees who volunteer for additional hours.

12.11 Pay for Work on Statutory Holidays

Employees who are required to work on a statutory holiday, as defined in Article 13.01.01, shall be paid in accordance with Article 12.02.

13. STATUTORY HOLIDAYS

13.01

The following days shall be recognized as statutory holidays for the purpose of this Agreement. New Years Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. All employees shall be entitled to the holidays specified.

Eligibility will be determined according to Articles 13.02 through 13.05 and as per Alberta Employment Standards legislation.

13.02

Permanent employees working part-time hours and part-time employees shall be paid for the statutory holidays to which they are entitled at their regular rate of pay for hours which shall be determined in accordance with Alberta Employment Standards legislation.

13.03

All employees shall receive the recognized statutory holidays for which they are eligible in one of the following manners:

- a) with pay, or
- b) other days with pay in lieu of such statutory holiday, or
- c) pay in lieu of such statutory holiday

provided they are available for work in accordance with their regular hours of work preceding, during and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration, except when such leave is a result of a compensable accident as provided for in Article 17.04.

13.04

If during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and the remaining days shall be paid from accumulated income replacement entitlement.

13.05

Where the Foundation designates a day off in lieu of the actual statutory holiday for the majority of its employees, the employees may be allowed off on such day. In the event that this is not possible, the employees may be allowed a day off in lieu of the statutory holiday at a time

mutually agreed between the employees and their supervisor. If such a day cannot be provided, the employees shall receive a day's pay in lieu of the statutory holiday.

14. REMUNERATION

14.01 Wages

14.01.01 Rates of Pay

The regular bi-weekly rates of pay established in the Schedule of Wages (Appendix I – II)) shall apply during the term of this Agreement. Employees shall be paid bi-weekly.

14.01.02 Increment Adjustments

14.01.02.01 Permanent Employees Working Full-Time

All Permanent employees working full-time hours shall progress as follows:
Probationary employees working full-time hours shall be eligible for a merit review and upon successful completion of the probationary period shall receive an increment adjustment while on Step A of their assigned pay range.

Permanent employees working full-time hours shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of:

- each separate 12 month period while on Step B of their assigned pay range.
- each separate 12 month period while on Step C of their assigned pay range.
- each separate 12 month period while on Step D of their assigned pay range.
- each separate 12 month period while on Step E of their assigned pay range.

14.01.02.02 Employees Working Part-Time

All Permanent employees working part-time hours and all part-time employees shall progress from one step of the pay range assigned their position to the next assigned step upon a satisfactory performance review based on the following total hours of work cumulative from their original date of employment with the Foundation:

- Step A to Step B after five hundred forty (540) hours.
- Step B to Step C after fifteen hundred forty(1540) hours.
- Step C to Step D after twenty-five hundred and forty (2540) hours.
- Step D to Step E after three thousand five hundred and forty (3540) hours.
- Step E to Step F after four thousand five hundred and forty (4540) hours.

*

The Foundation may consider previous service with the Foundation when determining the appropriate starting rate for returning Camp Instructors and Junior Camp Instructors.

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.

14.01.03 Position Reclassification

Employees whose position is reclassified to a class having a higher pay range shall normally receive an increase to the first step above their present regular rate of pay in the pay range of the new class. The Foundation, however, shall review the circumstances pertinent to the reclassification and may award at least one additional increment in a case which, if granted, would be effective on the date that the reclassification request was initiated. Eligibility for future salary adjustments shall be determined in accordance with Articles 14.01.02 and/or 14.01.02.01 until the employees reach the maximum step in the range to which their position has been classified.

In the event the Union disagrees with the step assigned to an employee whose position has been reclassified to a class having a higher pay range, then such dispute shall be referred to the Umpire as described in Article 26 for resolution, provided such reclassification was as a result of a decision made by the Umpire appointed in accordance with the procedures of Article 26.

14.01.04 Promotions

Employees receiving a promotion shall receive a minimum increase to the first step above their present regular rate of pay in the pay range of the new class or to the initial step in the pay range of a new class on appointment, to be rescinded if the employee is not confirmed in the new position. Upon completion of the trial period, the employees shall have a performance review and, dependent upon the result of this review, they shall either be reverted to their former position and former rate of pay or confirmed in the new position with at least one additional increment increase, provided that such increase does not exceed the established range of the position. Eligibility for future performance reviews and salary adjustments shall be determined in accordance with the schedule prescribed in Article 14.01.01 until the employees reaches the maximum step in the range assigned the position.

14.02 Temporary Change of Duties

When an employee is appointed, in writing, to relieve in a senior position for one (1) day or more (statutory holidays included) the employee shall be remunerated for the whole period with an increase to the first step above their present salary in the salary range of the relieved position or with a five (5%) percent adjustment to their present salary, whichever is greater.

14.03 Implementation of Negotiated Increase

14.03.01

- * All employees, other than over-ranged employees, shall have applied to the annual rate in Appendix I, for the class assigned to their position, the increase negotiated for such class. The result shall be rounded off to the nearest cent. The bi-weekly rate shall be determined by dividing the annual rate by **26**. The hourly rate shall be determined by dividing the annual rate of the position concerned by its annual regular hours of work (either 1755 or 1950 hours) and rounding to the nearest cent.

14.03.02

- * Over-ranged employees shall have applied to their annual rate the percentage increase applied to Appendix I, Part I, of this Agreement. The result shall be rounded off to the nearest dollar. The bi-weekly rate shall be determined by dividing the annual rate by **26**. The hourly rate shall be determined by dividing the annual rate of the position concerned by its annual regular hours of work (either 1755 or 1950 hours) and rounding to the nearest cent.

14.04 Long Service Recognition

Permanent employees working full-time hours shall receive the equivalent of one (1) week of regular pay upon completion of each five (5) years of satisfactory continuous service with the Foundation. Permanent employees working part-time hours shall receive the equivalent of one (1) week of average hours worked in the previous 12 (twelve) months upon completion of each five (5) years of satisfactory continuous service with the foundation. The Long Service Recognition pay shall be received in the anniversary year only within two (2) pay periods following their anniversary date.

15. SENIORITY

15.01 Achieving Permanent Status

15.01.01

When employees achieve permanent status, their seniority shall be determined by the length of their employment as a temporary, probationary, part-time or permanent employee in any position coming within the jurisdiction of this Agreement.

15.01.02

A part-time employee who has achieved permanent status shall be given a priority if applying for a promotion to a permanent full-time position at the same classification and pay range provided they meet the qualifications required for the position available.

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.

15.03 Continuous Length of Service

The parties agree that, for all purposes of this Collective Agreement where the length of service with the Foundation is relevant for those employees who were employees for the City of Edmonton on December 31, 1983 under the terms of a Collective Agreement between the City of Edmonton and Civic Service Union 52 signed on April 7, 1982 and who became employees of the Foundation under the terms of this Collective Agreement, shall be their individual last date of hire with the City of Edmonton.

15.04 Temporary Employees

Temporary employees shall have seniority standing relative to other temporary employees

15.05 Temporary Managerial Position

Employees who temporarily act in a managerial position shall accrue seniority for the duration of temporary relief.

15.06 Loss of Seniority

An employee shall not lose seniority due to sickness, accident, layoff or leave of absence approved by the Foundation.

Employees shall only lose seniority in the event that they:

- a) are discharged for just cause and not reinstated
- b) resign
- c) they are laid off and fail to report to work within ten (10) days after being notified in writing to do so, unless through sickness or other just cause. It shall be the responsibility of the employees to keep the Foundation informed of their current address.

15.07 Seniority List

The Foundation shall supply a seniority list when requested by the Union.

16 ANNUAL VACATION

16.01 Permanent employees working full-time hours

A Permanent employee working full-time hours shall earn vacation credits on the following basis:

16.01.01

Fifteen (15) times the average daily hours of work of the employee, in each vacation year (0.575 times the average daily hours of work, per bi-weekly pay period).

16.01.02

- * Twenty (20) times the average daily hours of work of the employee, in each vacation year (**0.770** times the average daily hours of work, per bi-weekly pay period) commencing with the pay period in which the **sixth (6th)** anniversary of continuous service occurs.

16.01.03

- * Twenty-five (25) times the average daily hours of work of the employee, in each vacation year (**0.962** times the average daily hours of work, per bi-weekly pay period), commencing with the pay period in which the **fourteenth (14th)** anniversary of continuous service occurs.

16.01.04

- * Thirty (30) times the average daily hours of work, in each vacation year (**1.154** times the average daily hours of work of the employee, per bi-weekly pay period), commencing with the pay period in which the **twenty-second (22nd)** anniversary of continuous service occurs.

16.01.05

Permanent employees working full-time hours shall be entitled to vacation commensurate with their seniority.

16.02 Permanent employee working part-time hours

A Permanent employee working part-time hours shall earn vacation credits on the following basis:

16.02.01

- * Their current rate of pay times the total straight time hours worked times **6%** in each vacation year.

16.02.02

- * After **eight (8)** years of continuous service shall be entitled to vacation pay at their rate of pay times the total straight time hours worked in the current pay period times **7.69%**.

16.02.03

- * After **seventeen (17)** years of continuous service: their current rate of pay times the total straight time hours worked times **9.62%** in each vacation year.

16.02.04

- * After **twenty-three (23)** years of continuous service: their current rate of pay times the total straight time hours worked times **11.54%** in each vacation year.

16.03 Part-time employee

Part-time employees shall be entitled to vacation commensurate with their seniority, based on the following:

16.03.01

- * The employee's rate of pay times the total straight time hours worked in the current pay period times **6%**.

16.03.02

- * After **eight (8)** years of continuous service shall be entitled to vacation pay at their rate of pay times the total straight time hours worked in the current pay period times **7.69%**.

16.03.03

- * After **seventeen (17)** years of continuous service shall be entitled to vacation pay at their rate of pay times the total straight time hours worked in the current pay period times **9.62%**.

16.03.04

- * After **twenty-three (23)** years of continuous service shall be entitled to vacation pay at their rate of pay times the total straight time hours worked in the current pay period times **11.54%**.

16.03.05

Vacation pay for temporary full time, temporary part time, and part time employees will be included with every bi-weekly pay.

16.04 Temporary employee

16.04.01

Temporary employees shall be entitled to vacation pay as established by Provincial Legislation.

16.04.02

Insofar as the efficient operation of the Foundation will permit, a temporary employee shall have the right to annually schedule a leave for vacation purposes.

16.05 Vacation Conversion Part-Time and Temporary Employees working Part Time hours 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 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.

16.06 Vacation Conversion Temporary to Permanent

When a temporary employee attains permanent status their length of service for vacation entitlement purposes shall be established by adding together the total number of pay periods employed with the Foundation as a temporary employee and dividing by 26.1. The result thus obtained shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes.

16.07 Unbroken Vacation Period

Employees shall receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employees and the Foundation.

16.08 Carrying Over Vacation Days

Subject to the Foundation regulations, an employee may be permitted to carry over vacation to the next year.

16.09 Recognized Holidays During Vacation Period

If a recognized holiday, for which employees are eligible, occurs during a period of annual vacation of that employee, they shall receive equal time off, with pay or in lieu thereof, at the discretion of the Foundation.

16.10 Vacation Credit during Leave of Absence

Employees granted leave of absence without pay for a period in excess of two (2) consecutive pay periods, shall cease to earn vacation credits commencing with the third (3rd) pay period and continuing until they return to work.

16.11 Vacation on STD/LTD/WCB

Permanent employees absent because of sickness and/or accident for fourteen (14) consecutive pay periods shall cease to earn vacation credit commencing with the fifteenth (15th) pay period and continuing until they return to work.

16.12 Sick Days while on Earned Vacation

Employees sick for three (3) days or more while on their earned vacation, the days sick shall not be considered a vacation but shall be considered as sick time if they produce a medical certificate.

16.13 Bereavement while on Vacation

A permanent employee or a probationary permanent employee shall be eligible for bereavement leave in accordance with Article 17.01.03 while on annual vacation leave.

16.14 Choosing Period of Vacation

Insofar as the efficient operation of the Foundation will permit, an employee shall have the right to choose the period of vacation according to seniority standing.

16.15 Scheduling of Vacation

- * Employees may be allowed to take vacation leave to the maximum of their earned vacation. However, the Foundation shall establish **January 1st to December 31st** for the purpose of scheduling vacation leave.

16.16 Posting of Vacation Schedules

- * Employees shall submit their request for vacation no later than **October 15th** of each calendar year. Employees who fail to indicate a choice of vacation leave by **this same date** 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 by **November 15th** 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.

16.17 Cash Settlement

It is understood that no cash settlement will be made for vacation entitlement, except as may be mutually agreed between the Foundation and the employee.

17 LEAVE OF ABSENCE

Leave without pay are unpaid leaves of absence as set out in Alberta Employment Standards legislation. The Foundation shall allow employees to take time off work for personal reasons without having to be worried about having a job when they return. Job protected leaves are defined in Alberta Employment Standards legislation as short term and long term leaves and have different notice requirements for each. However, written notice shall be provided to the Foundation as soon as reasonable.

Employees are eligible for job protected leaves after being employed with the Foundation for 90 days.

Short- term leave	Collective Agreement/ Alberta Employment Standards
Bereavement leave	Defined under 17.01.03 Leave with Pay
Citizenship ceremony leave	Defined under 17.01.06 Leave with Pay
Domestic violence leave	Alberta Employment Standards
Personal and family responsibility leave	Alberta Employment Standards

Long-term leaves	Collective Agreement/ Alberta Employment Standards
Compassionate care leave	Alberta Employment Standards
Critical illness leave	Alberta Employment Standards
Death or disappearance of child leave	Alberta Employment Standards
Long term illness and injury leave	Alberta Employment Standards
Maternity and parental leave	Alberta Employment Standards
Reservist leave	Alberta Employment Standards

Pending the situation for permanent employees, Personal Emergency leave, Article 17.01.02, may be applicable to job protected leaves listed above, excluding Bereavement and Citizenship Ceremony Leave.

Job protected leaves for non-permanent employees follows Alberta Employment Standards Legislation.

17.01 Leave with Pay

17.01.01 Union Affairs

The Foundation shall grant leave of absence to employees representing the Union in accordance with the following provisions:

- (a) In the event that employees are elected to the negotiating committee for the Union, they shall be granted leave, at their regular rate of pay, for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than three (3) employees from the Union will be granted leave with pay for the purpose of attending said meetings on behalf of the Union and that Management will be advised in writing of the names of the elected employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.
- (b) If accredited representatives of the Union are required to investigate or meet with Foundation representatives or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the employees who are grieving are required to attend a hearing, they shall be granted leave with pay.
- (c) Leave of absence with pay shall be for those hours the employees normally would have worked had they not been required to meet with representatives of the Foundation.

17.01.02 Personal Emergencies

Permanent employees may be eligible for a leave of absence with pay for personal emergencies so long as the employee informs Human Resources and/or their direct manager that they must leave due to a situation. This communication may happen via email, in person or by phone.

Personal emergency leaves can be accommodated for a maximum of five (5) working days, such leave of absence for a personal emergency may be granted by the President and CEO or his/her designate and at the discretion of the Foundation President and CEO, leave may be extended to a maximum of ten (10) working days pending the individual situation. Within ten (10) calendar days of completing the leave of absence, in order for the employee to receive the leave with pay, the employee shall, in writing, provide a claim explaining the nature of the emergency situation which must be deemed reasonable to have prevented the employee from performing their duties, to the Foundation in order to confirm the leave will be granted with pay.

The party requesting the leave will remain on the payroll roster without interruption, and in good faith, until the claim has been approved by the Foundation. Any monies paid out under this provision that prove to have been paid in error and/or without reasonable explanation will be recovered in subsequent pay periods from the claimant's entitlement.

17.01.03 Bereavement Leave

A permanent employee or a probationary permanent employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- (a) When death occurs in the employee's immediate family - that is, current spouse, common-law spouse, parent, child or ward. The employee on request, shall be excused for any five (5) regularly scheduled consecutive working days without loss of pay at their regular rate of pay. Such leave shall extend past the day of the funeral if there are extenuating circumstances for the leave. However, in no event shall such leave exceed five (5) working days.
- (b) For other members of the employee's immediate family that is, grandparent, grandchild, guardian, parent of current spouse, brother, sister, brother in law, sister in law, son in law, daughter in law, niece, nephew, grandparent of current spouse or related dependent of employee. The employee on request, shall be excused for any three (3) regularly scheduled working days without loss of pay at their regular rate of pay, such leave shall be extended past the day of the funeral if there are extenuating circumstances for the leave. However, in no event shall such leave exceed three (3) working days.
- (c) One-half (1/2) day's leave with pay to attend funeral services of co-workers and persons related more distantly than those listed in Article 17.01.03 (a) and (b)

shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

- (d) The term "extenuating circumstances" may include traveling time or other reasons which may be applicable to the individual circumstances. The Foundation will review on a case by case basis to determine additional approved leave.
- (e) A permanent or probationary permanent employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

17.01.04 Compensation for Witness and Jury Duty

Employees who have been subpoenaed to appear in court or before an administrative tribunal as a witness or juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay, at their regular rate of pay, provided that any wage replacement to the employee for this appearance is given to the Foundation.

17.01.05 Medical and Dental Appointments

An employee who is compelled to arrange a medical or dental appointment during scheduled work hours shall be allowed to meet such appointments. The employee shall not be paid for medical or dental absences, but may be able to use the necessary portion of sick leave as described in Article 17.01.07 or may use "Banked Overtime", vacation pay or by mutual agreement may adjust their schedule to prevent loss of pay for attending medical and dental appointments.

17.01.06 Citizenship Court

Employees shall be granted one-half (1/2) day leave with pay to attend the Citizenship Court of Canada on the day the employee is to become a Canadian citizen, provided such appearance at Citizenship Court is on their working day during their regular hours of work.

17.01.07 Sick Leave

* Permanent employees working full-time hours who are unable to work due to illness, shall be paid at their regular rate of pay for up to the first **75** hours of illness in a calendar year. Absence due to illness in excess of the foregoing shall, if eligible, be addressed by the weekly indemnity plan or long-term disability plan.

Permanent employees working part-time hours, shall be eligible for sick leave of up to six (6) times their average daily hours of work in a calendar year. Such sick leave shall not be used in less than three (3) hour increments.

17.02 Leave without Pay

17.02.01 Union Affairs

17.02.01.01

Employees elected as representatives of the Union or as members of a negotiating committee shall be granted leaves of absence without pay upon request by the Union. The Union agrees to advise Management in writing at least seven (7) calendar days prior to the request for leave. Where the leave is required and the Union is unable to provide seven days' notice, management agrees to consider such requests on an emergency basis. The Foundation agrees to continue to pay the employees at their regular rate of pay and to bill the Union accordingly. Where more than two full-time employees on leave creates a staffing problem within an operating unit, the Foundation and Union will discuss the matter.

17.02.01.02 Full-time Union Position

Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

- (a) In the event that an employee becomes a full-time official of the Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority in the Foundation as if they had remained in continuous employment therein. They shall have the right, at anytime, upon giving one (1) month's notice, to return to the same position, if available, or to a comparable position or to such other position to which they may be promoted by reason of seniority and ability.
- (b) Such employees shall make regular contributions to Pension Funds, and all employee benefits, participating in same as would permanent employees of the Foundation. Their contributions to these benefits shall be based on their earnings during their full-time employment with the Union, who shall pay the Foundation's portion, making due allowance for changes in their marital status and number of dependents.

17.03 Other Employment While on Leave

Employees engaged in other employment for gain while on leave of absence without the express written consent of the Foundation shall be deemed to have automatically terminated their service with the Foundation.

17.04 Workers' Compensation Supplementation

If employees are prevented from performing their regular work with the Foundation on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Foundation will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such an amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation by the Foundation, will equal one hundred (100%) percent of the employee's regular wage. The said supplementation shall not be payable to any employee entitled to compensation after pension age if such an employee is entitled to an unreduced pension or after the full age of sixty-five (65) years if such an employee is not entitled to a pension. Subject to the foregoing limitation, the procedure to be followed in operating this policy shall be as follows:

17.04.01

Any permanent employee, on completion of the necessary assignment to the Foundation of their compensation payments for loss of wages, will be carried on the payroll of the Foundation at one hundred (100%) percent of their regular wages until the Workers' Compensation Board certifies that they are able to return to work or until granted an Economic Loss Payment by the Workers' Compensation Board for either partial or total disability, whichever may be the sooner.

17.04.02

The cases of compensation to temporary employees shall be referred to the President for authority to supplement the Workers' Compensation Board Award and, if such supplementation is approved, it will be made from time to time as the advances of compensation payments are received from the Workers' Compensation Board. In no event, however, shall the period of supplementation for temporary employees exceed three (3) months without the approval of the President.

18. SUPPLEMENTARY BENEFITS

18.01 Clothing

Uniforms and/or lab coats where required by the Foundation will be supplied and paid for by the Foundation.

18.02 Safety Boot Subsidy

- * Where the conditions of employment demand or require the use of safety boots or shoes, the Foundation will subsidize the purchase by an employee of safety boots or shoes approved by CSA and the Foundation in the amount of seventy-five (75%) percent of the cost of such safety boots or **one hundred and twenty-five (\$125.00)** dollars whichever is the lesser **in any two year period**. Employees who have received a safety boot subsidy and who requests a subsequent subsidy shall show just cause why they should receive a subsequent subsidy. Employees who do not complete thirty (30) days continuous employment with the Foundation shall not be eligible for a safety boot subsidy.

18.03 Parking

The Foundation shall supply parking near the Centre, on a year- round basis, with plug-ins during those months normally requiring them. Employees who use their private motor vehicle to perform business for the Foundation shall receive the appropriate car allowance established by the Foundation.

18.04 Educational Allowance

18.04.01

Employees shall be governed by Foundation policy on educational allowances. Where the Foundation directs an employee to enroll in job related courses the Foundation shall be responsible for tuition fees and other applicable costs.

18.04.02

With the prior approval of the Foundation, where employees enrolls in a course that is not directed by the Foundation, but that is related to their position, the Foundation shall, upon successful completion of the course, reimburse the employees for the amount agreed upon by the Foundation and the employees.

18.05 Health and Welfare Benefits

Attached hereto is a summary of the Foundation's Major Medical Plan and Cost (Appendix B), Dental Plan and Cost (Appendix C), Group Life Insurance Plan and Cost (Appendix D), and Disability Insurance Plan and Cost (Appendix 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.

18.06 Pensions

Employees shall be members of the Pension Plan as provided by the Foundation in accordance with the provisions of said Plan.

18.07 Health Spending Account

- * The Foundation shall provide a Health Care Spending Account beginning January 1, **2015** 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 dependants**
 - Account credit of **\$300.00** shall be deposited at each eligible instance. The annual maximum credit per eligible employee shall be **\$600.00**.
- * **Class B Employees without dependants**
 - Account credit of **\$150.00** shall be deposited at each eligible instance. The annual maximum credit per eligible employee shall be **\$300.00**.

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 dependants 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) A Policy Year is defined as the period between January 1 and December 31 of each year.

19. POSTING OF POSITIONS

19.01 Posting of Positions

19.01.01 Location, Duration and Format

Positions to be filled will be posted immediately and shall be conspicuously posted, for a minimum of seven (7) days, in location(s) readily accessible at all times to all staff, on a standard form provided by the Foundation.

19.01.02

Should it be desirable not to fill a permanent position working full-time hours with a

single employee working full-time hours, the matter will be reviewed by the parties to the Agreement.

19.01.03 Immediate Service Requirement

Where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which shall in no instance exceed ninety (90) calendar days.

The Union shall be notified of the appointee and position.

19.01.04 Notification

A copy of all postings shall be sent to the Union at the time of posting. The Foundation shall notify the Union, in writing, of all CSU 52 applicants including the proposed appointee upon completion of the selection process. The Foundation shall also notify each employee, in writing, that they were unsuccessful as well as the name of the successful applicant.

19.01.05 Grievances

Grievances arising out of postings shall be initiated and processed in accordance with the Grievance Procedure.

19.02 Appointment of Applicant

19.02.01

The Foundation shall appoint the selected applicant if no grievance has been initiated following the expiry of five (5) working days from the date the last employee received notification, in writing, from the Foundation, and that appointment shall be final, subject to satisfactory completion of the required probationary or trial period.

19.02.02

For the purpose of this section "working days" shall be consecutive scheduled work days.

19.02.03

Appointments may be made by mutual agreement between the Union and the Foundation without posting.

19.02.04

Appointments from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate unless a grievance is filed.

19.03 Temporary Positions

19.03.01 Terms for Position Posting

Where the estimated duration of a temporary position is ninety (90) days or less, no posting will be required. Where the estimated duration of the temporary position exceeds

ninety (90) days, the temporary position shall be posted.

19.03.02 Duration of Position for Posting

Where a temporary position is required for more than ninety (90) days, the estimated duration shall be stipulated in the posting.

19.03.03 Reversion for Permanent Employees

When permanent employees are selected to fill positions on a temporary basis, they shall be allowed to revert to their previous permanent positions after the completion of the temporary assignment.

19.04 Temporary Managerial Positions

19.04.01

In instances where employees volunteer to temporarily act in a managerial position for a period of twelve (12) months or less and such employees revert or are reverted to their former position within the scope of this Agreement, then no posting shall be required.

19.04.02

In instances where employees volunteer to temporarily act in a managerial position, the employee must choose to continue to pay Union Dues in order to maintain Union seniority. The employee must inform Human Resources in writing as to their decision.

20. APPOINTMENTS

20.01 Positions Within Union Jurisdiction

In making appointments to positions coming within the jurisdiction of the Union, the qualifications contained in the job posting shall be the primary consideration. Where two or more applicants are qualified to fulfill the duties of the position, seniority shall be the determining factor.

20.02 Trial Period

An employee who has been selected to fill a position shall have a trial period equal to either three (3) months at full-time hours of work or six (6) months, whichever occurs first. This trial period may be extended to a maximum of one (1) year for performance related issues. In the event that the trial period is extended, the employee and the Union shall be advised of the Foundation's reasons. When a trial period is extended, the affected employee shall be provided with a copy of their written performance appraisal. During the trial period, an employee may elect to revert to their former position or may be reverted by the Foundation.

The Foundation shall issue an employee with a written performance appraisal upon completion of each three (3) months of that employee's trial period.

20.03 Positions Outside Union Jurisdiction

Employees shall be eligible to apply for positions not coming within the Scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority.

21. PROBATIONARY PERIOD

21.01 Performance Appraisal

The Foundation shall issue an employee with a written performance appraisal upon the completion of each three (3) months of that employee's probationary period.

21.02 Length of Probationary Period

At the time of posting, where the Foundation provides the operational rationale, the Union may agree to establish a probationary or trial period to a maximum of one (1) year.

A permanent employee shall serve the equivalent of a three (3) month probationary period based on full-time hours of work. A part-time employee shall serve a six (6) month probationary period.

The Foundation reserves the right, in certain instances, to extend this period in a maximum of one (1) year. In the event that the normal probationary period is extended, the employee and the Union will be advised of the Foundation's reasons. Affected employees shall receive a copy of their written performance appraisal.

21.03 Separation from Service

New employees who do not meet the requirements of the position during the probation period shall be separated from service.

22. REVIEW OF EMPLOYEE STATUS

22.01 Attainment of Permanent Status

* An employee shall obtain permanent status in the following ways:

1. TEMPORARY EMPLOYEE

A temporary employee who works full-time hours in excess of twelve (12) months, unless the term is extended with concurrence of the Union **or posted in accordance with Article 23.04**, or

2. REGULAR Part Time EMPLOYEE by position

Where a position is being performed continually by an employee for a minimum of twenty (20) hours per week for a period of nine (9) months it shall be reviewed by the parties to this Agreement as per Article 23.02.

3. REGULAR Part Time EMPLOYEE by hours worked

Where a regular Part-Time employee continually works an average greater than twenty (20) hours per week in one or more positions over a consecutive twelve (12) month period, the situation shall be reviewed by the parties to this agreement as per Article 23.05.

22.02 Permanent Part-time Status

- * A permanent employee may work less than twenty (20) hours and not cease to be a permanent employee merely by virtue of occasionally working less than twenty (20) hours in a weekly period. **A permanent employee who works less than an average of twenty (20) hours per week over any four (4) consecutive weeks will cease to be a permanent employee. At a minimum a yearly review will be conducted to confirm permanent status.**

23. POSITION REVIEW

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.

23.02 Establishment as Permanent Part-Time Position

When a position is performed by an employee for a minimum of twenty (20) hours per week for a period of twelve (12) months it shall be established as a permanent position and shall be posted.

23.03 Establishment of Permanent Full-Time Positions

When a permanent employee working part-time hours works an average of thirty-three (33) hours per week for a period of nine (9) months in a single position, the position shall automatically be reviewed by the Foundation to determine if the position should be established as a full-time position subject to the Foundation's operational considerations. If the Foundation fails to initiate review of the position within 30 days of the end of the nine-month period, the position shall be automatically declared as a permanent full-time position.

Any position established or declared a permanent full-time position shall be posted and filled according to the provisions of 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.

* **23.05 Establishment of Permanent Part Time Status by Hours Worked**

When an employee works in any one position for greater than a minimum of twenty (20) hours per week for a period of twelve (12) months the situation shall be reviewed by all parties. Upon successful review, the employee shall obtain Permanent Part Time status. At any step during this

process an employee is entitled to union representation.

24. POSITION EVALUATION PROGRAM

24.01

Positions evaluation is the systematic determination of position allocations to the appropriate class as set out in the current Collective Agreement.

24.02

The establishment and maintenance of a position evaluation program covering employees within the jurisdiction of the Union shall, with the exception of the appeal procedure, be the sole responsibility of the Foundation.

24.03

The Union shall have the right to present modifications to the position evaluation program and these will be considered by the Foundation.

24.04

The Union shall be provided with the policy, regulations and procedures pertaining to the class allocations of positions coming within the scope of this Agreement.

24.05

The Foundation shall make available to the Union on request all reasonable information used in the position evaluation program procedures to evaluate and allocate positions to the appropriate established class.

24.06

New classes, for which the rates have been negotiated and agreed to in accordance with Article 25 shall be reduced to writing and executed by authorized representatives of the parties to this Agreement.

24.07

Employees shall be paid the rates provided in the current wage schedule or those established by the Foundation for classes, for which the rates are under negotiation in accordance with the provisions of this Agreement.

24.08

Where more than one Foundation representative is in attendance at a position evaluation interview, the Union shall be advised and may attend the interview.

24.09

The Foundation shall, upon request, provide the Union and the Employees with a copy of the position description for their position.

25. NEW CLASSES

25.01

In the event that the Foundation creates a new class, the rates of wages and/or working conditions shall be first agreed to by the Union prior to posting.

25.02

If an agreement as to the wages and working conditions cannot be reached within sixty (60) days, the matter will be referred to the classification Umpire.

The Umpire shall determine the wage rates. The decision of the Umpire will be binding on the parties to this Agreement.

26. CHALLENGE AND APPEAL PROCEDURE FOR POSITION ALLOCATION

26.01 Requesting a Review

Employees who consider that the duties or responsibilities of their position have been significantly changed since the last evaluation review may request a review of the allocation of their position.

26.02 Initiation of Review

To initiate a request, the employees will obtain from their supervisor a job evaluation questionnaire and complete it according to the prescribed instructions. On completion, the Job Evaluation Questionnaire is to be forwarded by the employee to the Foundation and the Union and shall be supplemented with a written statement, signed and dated by the employee, as to why a change to the current allocations should be considered.

26.03 Foundation Decision

On receipt of the information specified in Article 26.02, the Foundation will make such arrangements as are necessary to properly review the position and will provide a decision in writing, within ninety (90) calendar days of receipt of the completed Job Evaluation Questionnaire to the employee, the Union and the Foundation.

26.04 Initiation of Challenge

An employee who disagrees with the description rendered by the Foundation shall, within five (5) working days from the date of receipt of the decision, initiate a challenge; otherwise the request is considered resolved and further action cannot be initiated for a period of at least one (1) year from the date of the Foundation's decision.

26.05 Notification of Challenge

Employees wishing to challenge a decision may do so using the prescribed form and subject to the time frames specified in Article 26.04 and will notify their Department Head, the Foundation and the Union of their intentions to challenge the decision.

26.06 Union Decision

If the Union decides that the employee's challenge is valid, the Union shall, within five (5) working days of receiving the employee's written intent to challenge the Foundation's decision,

submit in writing to the Foundation their position on, and justification of the employee's challenge.

26.07 Hearing

Where a challenge is processed in accordance with Articles 26.05 and 26.06 to the Foundation, the Foundation shall hold a hearing within five (5) working days of the day that the Foundation received the Union's position on the challenge, and written decision on the challenge together with the reasons therefore shall be given to the Union, the employee and the department concerned within five (5) working days of the hearing.

26.08 Challenge Resolution

Should the decision of the Foundation fail to resolve the challenge, then the Union shall, within ten (10) working days of receipt of the Foundation's decision, advance the matter to the Umpire, provided such challenge has been properly processed in accordance with the time periods specified in this section.

26.09 Umpire Selection

The procedure to be used in the selection of an Umpire shall be as follows:

26.09.01

The Foundation and the Union shall exchange lists of persons knowledgeable in position evaluation.

26.09.02

In the event that one (1) or more persons are named on both lists, the selection shall be made from those persons.

26.09.03

In the event that the Foundation and the Union cannot agree on an Umpire, the matter shall be referred to the Executive Committee of the Labour Relations Board who shall appoint a qualified person to act as an Umpire.

26.09.04

The Umpire shall act on all appeals submitted to them for a period of one (1) year commencing from the date of their appointment. After such period, the Foundation and the Union shall review the performance of the Umpire upon mutual agreement, appoint them for an additional term of one (1) year or, where no agreement exists, shall initiate the aforesaid procedure of the selection of a new Umpire.

26.09.05

The Foundation and the Union shall share equally the Umpire's fees and other expenses of the hearings.

26.09.06

The Foundation and the Union shall appoint one (1) representative to assist the Umpire in

their review of matters brought before them under the provisions of this section.

26.10 Umpire Role and Responsibilities

The Umpire shall, within twenty (20) working days of the Union advancing the challenge to the Umpire, hold a hearing on any appeal and:

26.10.01

May request the testimony of any persons who have knowledge of the duties and responsibilities of the position and such written or other evidence as they may require.

26.10.02

Shall determine the allocation of the position to a class within the same occupational series or if such series is inappropriate they shall direct the Foundation to allocate that position to an appropriate existing class or to establish a new class. Such decision shall be implemented by the Foundation within ninety (90) consecutive days from the date that the Foundation received the Umpire's written decision.

26.10.03

Provided a reclassification of a position to a class having a higher pay range is the outcome of the Umpire's decision, the Umpire may, provided such request is in accordance with Article 14.01.04, determine the appropriate step to be assigned the employee in the higher pay range.

26.10.04

Shall communicate their decision and reasons thereto, in writing to the employees initiating the challenge, the Union and the Foundation and such decisions shall be final and binding upon the parties.

26.10.05

Shall not alter, amend or vary any term or condition of this Agreement.

26.10.06

Shall set their own procedure with respect to any hearing.

26.11 Implementation Date

At the final disposition of a position evaluation review and any subsequent challenges, any change in position allocation shall be implemented retroactive to the date the employee requested the review under these procedures.

Note: The mandatory time limits specified in this section may be waived with the mutual consent of both parties.

27. LAYOFFS AND TECHNOLOGICAL CHANGE

27.01 Layoff or Staff Reduction

In the event of a lay-off, employees within the affected position shall be laid off in reverse order

of their Bargaining Unit seniority. An employee to be laid-off will be eligible to displace the employee with the least seniority in an equal or next lower paid pay code provided they are senior to the incumbent and qualified to fill the position of the displaced employee.

27.01.01

It is understood that no employee in a position shall be affected unless temporary employees within the classification are first removed.

27.01.02

No permanent employees shall be affected by reason of staff reduction unless the part-time employees within the affected levels are first reduced in hours or removed in reverse order of seniority.

27.02 Re-engagement and Re-appointment

27.02.01

All employees affected by reason of layoff or staff reduction are to be given preference throughout the Foundation for any vacancy within the bargaining unit for which they are qualified. Such preference shall be for twelve (12) months from the date of layoff. At any time when layoffs have taken place, all laid-off employees shall be given a seniority list, updated if and when re-appointments take place.

27.02.02

If the staff of the Foundation is increased, permanent employees and employees formerly belonging to the classification to be so increased who have been laid off within the previous twelve (12) months shall, if available, be re-engaged according to the previous seniority standing held by them in preference to other applicants. If re-engaged within twelve (12) months employees shall retain the privileges enjoyed before layoff.

27.03 Technological Change

27.03.01

Permanent employees shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.

27.03.02

Permanent employees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.

27.03.03

The Foundation agrees that, wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlined in this Agreement.

27.03.04

The Foundation and the Union, in cooperation with Government, agree to participate in every way possible in training and retraining employees.

27.04 Job Security

The Foundation prefers to have work done by its employees, although at times it may be necessary to have work performed by outside contractors. Without restricting its right to determine the methods by which services are to be provided, the Foundation will endeavour to ensure that, wherever possible, no present employees will be laid off or have their employment terminated as result of contracting out work or services of a kind performed by such employees. The relevant factors the Foundation will consider before contracting out such work will include any adverse effect on employees, availability of required skills, duration and frequency of the jobs and relative cost comparisons.

27.05 Severance Allowance

27.05.01

When a permanent employee is displaced by reason of the abolishment of a position and cannot be placed in another position pursuant to the provisions of Articles 27.01 and 27.02 respectively, as applicable, the employee shall receive a severance allowance which is not less than the following:

- (i) one (1) week's pay for each completed year of full-time equivalent service up to the first four (4) completed years; or
- (ii) eight (8) week's pay upon completion of five (5) years of service; and an additional one (1) week of pay for each additional completed six (6) months of service.

The above provisions are subject to a maximum severance pay amount of 52 weeks of salary.

27.05.02

An employee who received a severance allowance shall not be entitled to the recall provisions of Articles 27.01 and 27.02.

27.05.03

The Foundation may provide the severance allowance to displaced employees in situations where it is determined that the process of reversion to a previous position or where mutually agreed that retraining/redeployment would be excessively costly or disruptive.

*** 28. DISPUTE RESOLUTION PROCESS**

The Dispute Resolution process:

- a. Encourages open, face to face dialogue by people affected by a dispute;

- b. Achieves fair, wise and sustainable solutions that are possible to implement;
- c. Achieves solutions that contribute to positive, collaborative working relationships;
- d. Achieves solutions that are consistent with the Collective Agreement;
- e. Minimizes the time and cost involved in resolving disputes.

28.01 Definitions

28.01.01

A dispute is any problem, disagreement or difference involving employees, representatives of The Edmonton Space & Science Foundation, or Union representatives.

28.01.02

A grievance is any dispute:

- a. Concerning the interpretation, application, operation or alleged violation of the Collective Agreement including whether the dispute is arbitrable, and
- b. Directly relating to or affecting the rights of a specific employee or group of employees.

28.01.03

A policy grievance is any dispute:

- a. Concerning the interpretation, application, operation or alleged violation of the Collective Agreement, including whether the dispute is arbitrable, and
- b. Relating to a policy or general practice of the employer or the Union.

For the purposes of this section, working days mean consecutive days, exclusive of Saturdays, Sundays or holidays as observed by the Foundation.

28.02 Stage One: Problem Solving Stage

28.02.01 Employee(s), Foundation representative(s) or Union representative(s) are encouraged to resolve any dispute through face to face dialog with the persons with whom there is a dispute. Problem solving must occur within ten (10) working days of the incident giving rise to the dispute.

28.02.02

The discussion should include sharing information relevant to the dispute to the fullest extent possible, at the earliest opportunity. The discussion should include an open, respectful exchange of information of the interests of the persons directly affected by the dispute and an exploration or options to satisfy these interests.

28.02.03

Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties.

28.03 Stage Two: The Consultation Phase

28.03.01

An employee, representative of the Foundation or Union representative may initiate consultation if a dispute is not resolved through problem solving, or an employee or representative believes problem-solving will not resolve the dispute.

28.03.02

A request for consultation must be submitted in writing within ten (10) working days of the date of the incident that gave rise to the dispute that reasonably came to the attention of the person initiating consultation. The request shall include details of the dispute.

- a. If a dispute is related to a specific employee or group of employees, a request for consultation by the employee or Union shall be submitted to Human Resources with a copy to the appropriate manager.
- b. If a dispute relates to a policy or general practice, a request for consultation by the Union should be forwarded to Human Resources with a copy sent to the President & CEO of the Foundation.
- c. A request for consultation by the Foundation shall be submitted to the Director, Labour Relations, CSU 52.

28.03.03

Once initiated, Human Resources shall schedule a meeting of the people directly affected by the dispute (as determined by the parties). The meeting shall be facilitated jointly by a member of Human Resources team or designate, department Manager and the Union.

28.03.04

The facilitators will encourage respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions. The consultation process shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee, Union or the Foundation may conclude consultation at any time by written notice to the other parties.

28.03.05

Agreements made at this stage are confidential and without prejudice to the legal, or contractual rights of the parties and shall be confirmed in writing.

28.04 Stage Three: Formal Review

28.04.01

The employee, Foundation representative or Union may initiate a grievance or policy grievance as appropriate if a dispute is not resolved by consultation.

28.04.02

A grievance or policy grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the article or articles of the collective agreement

that are alleged to have been violated, and the desired resolution.

28.04.03

A grievance or policy grievance must be initiated in writing as set out in a, b, or c below, within thirty (30) working days of the date the notice is received of the conclusion of consultation or, if no timely request for consultation is received in accordance with article 28.03.02, within thirty (30) days of the date of which the incident arose

- a. Grievances initiated by the employee or the Union shall be submitted to Human Resources with a copy sent to the President & CEO of the Foundation.
- b. Policy grievances initiated by the Union shall be submitted to Human Resources with a copy to the President & CEO of the Foundation.
- c. Grievances or policy grievances initiated by the Foundation shall be submitted to the Director, Labour Relations, CSU 52.

28.04.04

Following receipt of the grievance or policy grievance, a designate from Human Resources, President & CEO of the Foundation or designate, Director, Labour Relations, CSU 52 or designate shall convene a meeting as quickly as possible involving representatives of the Union, Human Resources, and the people directly affected by the dispute (as determined by the participants).

28.04.05

The participants will seek mutually acceptable resolution to the grievance or policy grievance. They will engage in open, fair and balanced discussion of the issues, interests, options and potential solutions.

28.04.06

The formal review stage shall begin to take place within thirty (30) days of receipt of the grievance or policy grievance, and may be extended by written agreement of the parties. The participants may continue the formal review stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further consultation.

28.04.07

The employee, Union or Foundation may conclude a formal review with final submissions at any time by written notice to the other parties.

28.04.08

Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties and shall be confirmed in writing.

28.05 Stage Four: Arbitration

28.05.01

The Union, or the Foundation may refer any grievance (including policy grievances) to

arbitration if it has not been resolved by formal review. A grievance may only be referred to arbitration if it has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution process.

28.05.02

A referral to arbitration must be initiated no later than thirty (30) working days after the conclusion of the formal review stage.

28.05.03

Grievances referred to arbitration by the Union shall be submitted to Human Resources, with a copy to the President & CEO of the Foundation.

28.05.04

Grievances referred to arbitration by the Foundation shall be submitted to the Director, Labour Relations, CSU 52.

28.05.05

The parties may mutually agree to refer a grievance to a one (1) person arbitration board. If the parties fail to agree the grievance shall be referred to a three (3) person arbitration board.

28.05.06

The party referring a grievance to arbitration shall notify the other party of:

- a. Its willingness to use a one (1) person arbitration board; or
- b. Its appointee to a three (3) person arbitration board, and
- c. The details of the grievance including the issues in the dispute, the interests of the grieving party, the article or articles in the Collective Agreement which are alleged to have been violated, and the remedy requested.

28.05.07

The responding party shall notify the other party within ten (10) working days of its willingness to use a one (1) person arbitration board or its appointee to a three (3) person arbitration board.

28.05.08

The Union and Foundation will attempt to agree on an arbitrator and if the parties do not agree, then both parties will seek assistance from the Director of Mediation Services.

28.05.09

No person shall be appointed as a member or chairperson or an arbitration board if the person is directly affected by the grievance or if the person has been involved in an attempt to negotiate or settle the dispute.

28.05.10

Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board.

28.05.11

Arbitration hearing dates shall be agreed to by the parties within twenty (20) working days of the appointment of the arbitration board.

28.05.12

Prior to the arbitration hearing, the parties shall attempt to prepare an agreed statement of facts and issues for submission to the arbitration board.

28.05.13

The final submissions exchanged by the parties at the end of the formal review stage shall not be entered as evidence at arbitration, but may form the basis of an agreed statement of facts.

28.05.14

The parties shall make every reasonable effort to ensure that presentations to the arbitration board are short and concise.

28.05.15

The arbitration board shall hear the grievance and render a decision within twenty (20) working days of the hearing. Written reasons for the decision shall be provided within sixty (60) working days, unless the parties mutually agree that written reasons are not required.

28.05.16

The decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairperson shall be the award of the arbitration board. The decision of the arbitration board is final and binding upon the parties and any person affected by it.

28.05.17

The arbitration board may quash, confirm, or vary any action taken respecting the suspension, discipline or discharge of an employee.

28.05.18

The arbitration board by its decision shall not alter, amend or change the terms of the Collective Agreement.

28.06 General

28.06.01

The parties may mutually agree to involve a mediator at any stage of the Dispute Resolution Process.

28.06.02

The parties may mutually agree to bypass stages, return to previous stages, and/or extend time limits contained in the Dispute Resolution Process. Such agreements shall be confirmed in writing.

28.06.03

If the Union and the Foundation have concerns regarding the application of the Dispute Resolution Process they will meet in an attempt to resolve these concerns.

28.06.04

No employee shall suffer any form of discipline, discrimination or intimidation by the Foundation as a result of having filed a grievance or having taken part in any proceedings under this article.

28.07 Extended Time Limits

Where both parties agree, the time limits contained herein may be extended.

29. NO STRIKE OR LOCKOUT

The parties agree that there shall be no strike or lockout while this Agreement is in force.

30. WAGES/TERM

* 6-year contract expiring December 31, 2022

January 1, 2017 1 % Lump sum payment retroactive to January 1, 2017 based on 2017 earned salary for all current active status FT & PT employees at time of ratification.

January 1, 2018 1 % Lump sum payment retroactive to January 1, 2018 based on 2018 earned salary for all current active status FT & PT employees at time of ratification.

January 1, 2019 1.5 % increase on wage grid FT & PT, retroactive to January 1, 2019 for all current active status FT & PT employees at time of ratification.

January 1, 2020 1.75 %

January 1, 2021 2.25%

January 1, 2022 2.25%

APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2017/2018 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	28,080.00	28,922.40	30,079.30	31,432.86	33,161.67	35,151.37
			B	1,080.00	1,112.40	1,156.90	1,208.96	1,275.45	1,351.98
			H	16.00	16.48	17.14	17.91	18.90	20.03
		B	Y	31,200.00	32,136.00	33,421.44	34,925.40	36,846.30	39,057.08
			B	1,200.00	1,236.00	1,285.44	1,343.28	1,417.17	1,502.20
			H	16.00	16.48	17.14	17.91	18.90	20.03
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II Line Cook	A	Y	29,396.25	30,278.14	31,489.26	32,906.28	34,716.13	36,799.09
			B	1,130.63	1,164.54	1,211.13	1,265.63	1,335.24	1,415.35
			H	16.75	17.25	17.94	18.75	19.78	20.97
		B	Y	32,662.50	33,642.38	34,988.07	36,562.53	38,573.47	40,887.88
			B	1,256.25	1,293.94	1,345.70	1,406.25	1,483.60	1,572.61
			H	16.75	17.25	17.94	18.75	19.78	20.97
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator House Manager	A	Y	35,837.10	36,912.21	38,388.70	40,116.19	42,322.58	44,861.94
			B	1,378.35	1,419.70	1,476.49	1,542.93	1,627.79	1,725.46
			H	20.42	21.03	21.87	22.86	24.12	25.56
		B	Y	39,819.00	41,013.57	42,654.11	44,573.55	47,025.09	49,846.60
			B	1,531.50	1,577.45	1,640.54	1,714.37	1,808.66	1,917.18
			H	20.42	21.03	21.87	22.86	24.12	25.56

A = 67.5 hrs. bi-weekly (1755 hrs/year) (full-time)
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APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2017/2018 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services Lead Science Presenter Sous Chef	A	Y	38,873.25	40,039.45	41,641.03	43,514.87	45,908.19	48,662.68
			B	1,495.13	1,539.98	1,601.58	1,673.65	1,765.70	1,871.64
			H	22.15	22.81	23.73	24.79	26.16	27.73
		B	Y	43,192.50	44,488.28	46,267.81	48,349.86	51,009.10	54,069.65
			B	1,661.25	1,711.09	1,779.53	1,859.61	1,961.89	2,079.60
			H	22.15	22.81	23.73	24.79	26.16	27.73
150	Administrative Assistant III Financial Assistant II Marketing & Communications Coordinator Marketing & Membership Coordinator	A	Y	44,577.00	45,914.31	47,750.88	49,899.67	52,644.15	55,802.80
			B	1,714.50	1,765.94	1,836.57	1,919.22	2,024.78	2,146.26
			H	25.40	26.16	27.21	28.43	30.00	31.80
		B	Y	49,530.00	51,015.90	53,056.54	55,444.08	58,493.50	62,003.11
			B	1,905.00	1,962.15	2,040.64	2,132.46	2,249.75	2,384.74
			H	25.40	26.16	27.21	28.43	30.00	31.80
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator Fund Development Officer Science Presentation Specialist	A	Y	46,419.75	47,812.34	49,724.84	51,962.45	54,820.39	58,109.61
			B	1,785.38	1,838.94	1,912.49	1,998.56	2,108.48	2,234.99
			H	26.45	27.24	28.33	29.61	31.24	33.11
		B	Y	51,577.50	53,124.83	55,249.82	57,736.06	60,911.54	64,566.24
			B	1,983.75	2,043.26	2,124.99	2,220.62	2,342.75	2,483.32
			H	26.45	27.24	28.33	29.61	31.24	33.11

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APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2017/2018 (bi-weekly)

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
180	Exhibit Maintenance Technician Building Maintenance Technician	A	Y	48,350.25	49,800.76	51,792.79	54,123.46	57,100.25	60,526.27
			B	1,859.63	1,915.41	1,992.03	2,081.67	2,196.16	2,327.93
			H	27.55	28.38	29.51	30.84	32.54	34.49
		B	Y	53,722.50	55,334.18	57,547.54	60,137.18	63,444.73	67,251.41
			B	2,066.25	2,128.24	2,213.37	2,312.97	2,440.18	2,586.59
			H	27.55	28.38	29.51	30.84	32.54	34.49
182	Exhibit Maintenance Technician II Lead Exhibit Technician	A	Y	53,281.80	54,880.25	57,075.46	59,643.86	62,924.27	66,699.73
			B	2,049.30	2,110.78	2,195.21	2,293.99	2,420.16	2,565.37
			H	30.36	31.27	32.52	33.99	35.85	38.01
		B	Y	59,202.00	60,978.06	63,417.18	66,270.96	69,915.86	74,110.81
			B	2,277.00	2,345.31	2,439.12	2,548.88	2,689.07	2,850.42
			H	30.36	31.27	32.52	33.99	35.85	38.01
185	Digital Marketing Specialist	A	Y	56,072.25	57,754.42	60,064.59	62,767.50	66,219.71	70,192.90
			B	2,156.63	2,221.32	2,310.18	2,414.13	2,546.91	2,699.73
			H	31.95	32.91	34.22	35.76	37.73	40.00
		B	Y	62,302.50	64,171.58	66,738.44	69,741.67	73,577.46	77,992.11
			B	2,396.25	2,468.14	2,566.86	2,682.37	2,829.90	2,999.70
			H	31.95	32.91	34.22	35.76	37.73	40.00

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APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2017/2018 (bi-weekly)

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
200	Staff Scientist Technology Specialist	A	Y	56,616.30	58,314.79	60,647.38	63,376.51	66,862.22	70,873.95
			B	2,177.55	2,242.88	2,332.59	2,437.56	2,571.62	2,725.92
			H	32.26	33.23	34.56	36.11	38.10	40.38
		B	Y	62,907.00	64,794.21	67,385.98	70,418.35	74,291.36	78,748.84
			B	2,419.50	2,492.09	2,591.77	2,708.40	2,857.36	3,028.80
			H	32.26	33.23	34.56	36.11	38.10	40.38

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F
PT120	Custodian, Guest Service Representative, Special Exhibit Attendant, Costume Character/Handler, Building Maintenance Assistant, IMAX Theatre Attendants	H	15.50	16.04	16.60	17.35	18.13	19.22
PT130	Jr. Camp Instructor Sleepover Supervisor Line Cook Café Supervisor	H	16.00	16.56	17.14	17.91	18.72	19.84
PT140	Assistant House/Gift Shop Manager Science Presenter	H	16.50	17.08	17.68	18.47	19.30	20.46
PT170	Catering Server	H	18.25	18.89	19.55	20.43	21.35	22.63
PT180	Instructor - Summer Camp Sleepover Presenter	H	18.70	19.35	20.03	20.93	21.88	23.19
PT210	House Manager Assistant Volunteer Coordinator Receptionist	H	20.36	21.07	21.81	22.79	23.82	25.25
PT235	Instructor - Science Education	H	24.12	24.96	25.84	27.00	28.22	29.91

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SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2019 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	28,501.20	29,356.24	30,530.49	31,904.36	33,659.10	35,678.64
			B	1,096.20	1,129.09	1,174.25	1,227.09	1,294.58	1,372.26
			H	16.24	16.73	17.40	18.18	19.18	20.33
		B	Y	31,668.00	32,618.04	33,922.76	35,449.29	37,399.00	39,642.94
			B	1,218.00	1,254.54	1,304.72	1,363.43	1,438.42	1,524.73
			H	16.24	16.73	17.40	18.18	19.18	20.33
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II Line Cook	A	Y	29,837.19	30,732.31	31,961.60	33,399.87	35,236.87	37,351.08
			B	1,147.58	1,182.01	1,229.29	1,284.61	1,355.26	1,436.58
			H	17.00	17.51	18.21	19.03	20.08	21.28
		B	Y	33,152.44	34,147.01	35,512.89	37,110.97	39,152.07	41,501.20
			B	1,275.09	1,313.35	1,365.88	1,427.35	1,505.85	1,596.20
			H	17.00	17.51	18.21	19.03	20.08	21.28
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator House Manager	A	Y	36,374.66	37,465.90	38,964.53	40,717.94	42,957.42	45,534.87
			B	1,399.03	1,441.00	1,498.64	1,566.07	1,652.21	1,751.34
			H	20.73	21.35	22.20	23.20	24.48	25.95
		B	Y	40,416.29	41,628.77	43,293.92	45,242.15	47,730.47	50,594.30
			B	1,554.47	1,601.11	1,665.15	1,740.08	1,835.79	1,945.93
			H	20.73	21.35	22.20	23.20	24.48	25.95

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Effective January 1, 2019 (bi-weekly)

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services	A	Y	39,456.35	40,640.04	42,265.64	44,167.59	46,596.81	49,392.62
			B	1,517.55	1,563.08	1,625.60	1,698.75	1,792.19	1,899.72
			H	22.48	23.16	24.08	25.17	26.55	28.14
	Lead Science Presenter Sous Chef	B	Y	43,840.39	45,155.60	46,961.82	49,075.11	51,774.24	54,880.69
			B	1,686.17	1,736.75	1,806.22	1,887.50	1,991.32	2,110.80
			H	22.48	23.16	24.08	25.17	26.55	28.14
150	Administrative Assistant III Financial Assistant II Marketing & Membership Coordinator Marketing & Communications Coordinator	A	Y	45,245.66	46,603.02	48,467.15	50,648.17	53,433.82	56,639.85
			B	1,740.22	1,792.42	1,864.12	1,948.01	2,055.15	2,178.46
			H	25.78	26.55	27.62	28.86	30.45	32.27
		B	Y	50,272.95	51,781.14	53,852.38	56,275.74	59,370.91	62,933.16
			B	1,933.58	1,991.58	2,071.25	2,164.45	2,283.50	2,420.51
			H	25.78	26.55	27.62	28.86	30.45	32.27
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator	A	Y	47,116.05	48,529.53	50,470.71	52,741.89	55,642.69	58,981.26
			B	1,812.16	1,866.52	1,941.18	2,028.53	2,140.10	2,268.51
			H	26.85	27.65	28.76	30.05	31.71	33.61
	Fund Development Officer Science Presentation Specialist	B	Y	52,351.16	53,921.70	56,078.57	58,602.10	61,825.22	65,534.73
			B	2,013.51	2,073.91	2,156.87	2,253.93	2,377.89	2,520.57
			H	26.85	27.65	28.76	30.05	31.71	33.61

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Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
180	Exhibit Maintenance Technician Building Maintenance Technician	A	Y	49,075.50	50,547.77	52,569.68	54,935.32	57,956.76	61,434.16
			B	1,887.52	1,944.14	2,021.91	2,112.90	2,229.11	2,362.85
			H	27.96	28.80	29.95	31.30	33.02	35.01
		B	Y	54,528.34	56,164.19	58,410.76	61,039.24	64,396.40	68,260.18
			B	2,097.24	2,160.16	2,246.57	2,347.66	2,476.78	2,625.39
			H	27.96	28.80	29.95	31.30	33.02	35.01
182	Exhibit Maintenance Technician II Lead Exhibit Technician	A	Y	54,081.03	55,703.46	57,931.60	60,538.52	63,868.14	67,700.22
			B	2,080.04	2,142.44	2,228.14	2,328.40	2,456.47	2,603.85
			H	30.82	31.74	33.01	34.49	36.39	38.58
		B	Y	60,090.03	61,892.73	64,368.44	67,265.02	70,964.60	75,222.47
			B	2,311.16	2,380.49	2,475.71	2,587.12	2,729.41	2,893.17
			H	30.82	31.74	33.01	34.49	36.39	38.58
185	Digital Marketing Specialist	A	Y	56,913.33	58,620.73	60,965.56	63,709.01	67,213.01	71,245.79
			B	2,188.97	2,254.64	2,344.83	2,450.35	2,585.12	2,740.22
			H	32.43	33.40	34.74	36.30	38.30	40.60
		B	Y	63,237.04	65,134.15	67,739.51	70,787.79	74,681.12	79,161.99
			B	2,432.19	2,505.16	2,605.37	2,722.61	2,872.35	3,044.69
			H	32.43	33.40	34.74	36.30	38.30	40.60

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Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
200	Staff Scientist Technology Specialist	A	Y	57,465.54	59,189.51	61,557.09	64,327.16	67,865.15	71,937.06
			B	2,210.21	2,276.52	2,367.58	2,474.12	2,610.20	2,766.81
			H	32.74	33.73	35.08	36.65	38.67	40.99
		B	Y	63,850.61	65,766.12	68,396.77	71,474.62	75,405.73	79,930.07
			B	2,455.79	2,529.47	2,630.64	2,749.02	2,900.22	3,074.23
			H	32.74	33.73	35.08	36.65	38.67	40.99

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
PT120	Custodian, Guest Service Representative, Special Exhibit Attendant, Costume Character/Handler, Building Maintenance Assistant, IMAX Theatre Attendants	H		15.73	16.28	16.85	17.61	18.40	19.51
PT130	Jr. Camp Instructor Sleepover Supervisor Line Cook Café Supervisor	H		16.24	16.81	17.40	18.18	19.00	20.14
PT140	Assistant House/Gift Shop Manager Science Presenter	H		16.75	17.33	17.94	18.75	19.59	20.77
PT170	Catering Server	H		18.52	19.17	19.84	20.74	21.67	22.97
PT180	Instructor - Summer Camp Sleepover Presenter	H		18.98	19.64	20.33	21.25	22.20	23.54
PT210	House Manager Assistant Volunteer Coordinator Receptionist	H		20.67	21.39	22.14	23.13	24.17	25.62
PT235	Instructor - Science Education	H		24.48	25.34	26.23	27.41	28.64	30.36

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Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
100	Custodian	A	Y	28,999.97	29,869.97	31,064.77	32,462.68	34,248.13	36,303.02
			B	1,115.38	1,148.85	1,194.80	1,248.56	1,317.24	1,396.27
			H	16.52	17.02	17.70	18.50	19.51	20.69
		B	Y	32,222.19	33,188.86	34,516.41	36,069.65	38,053.48	40,336.69
			B	1,239.32	1,276.49	1,327.55	1,387.29	1,463.60	1,551.41
			H	16.52	17.02	17.70	18.50	19.51	20.69
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II Line Cook	A	Y	30,359.34	31,270.12	32,520.93	33,984.37	35,853.51	38,004.72
			B	1,167.67	1,202.70	1,250.80	1,307.09	1,378.98	1,461.72
			H	17.30	17.82	18.53	19.36	20.43	21.66
		B	Y	33,732.61	34,744.58	36,134.37	37,760.41	39,837.24	42,227.47
			B	1,297.41	1,336.33	1,389.78	1,452.32	1,532.20	1,624.13
			H	17.30	17.82	18.53	19.36	20.43	21.66
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator House Manager	A	Y	37,011.21	38,121.55	39,646.41	41,430.50	43,709.18	46,331.73
			B	1,423.51	1,466.21	1,524.86	1,593.48	1,681.12	1,781.99
			H	21.09	21.72	22.59	23.61	24.91	26.40
		B	Y	41,123.57	42,357.28	44,051.57	46,033.89	48,565.75	51,479.70
			B	1,581.68	1,629.13	1,694.29	1,770.53	1,867.91	1,979.99
			H	21.09	21.72	22.59	23.61	24.91	26.40

A = 67.5 hrs. bi-weekly (1755 hrs/year) (full-time)
B = 75 hrs. bi-weekly (1950/year) (full-time)
PT = Part-Time Hourly

APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2020 (bi-weekly)

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services Lead Science Presenter Sous Chef	A	Y	40,146.83	41,351.24	43,005.29	44,940.53	47,412.26	50,256.99
			B	1,544.11	1,590.43	1,654.05	1,728.48	1,823.55	1,932.96
			H	22.88	23.56	24.50	25.61	27.02	28.64
		B	Y	44,607.59	45,945.82	47,783.65	49,933.92	52,680.29	55,841.10
			B	1,715.68	1,767.15	1,837.83	1,920.54	2,026.16	2,147.73
			H	22.88	23.56	24.50	25.61	27.02	28.64
150	Administrative Assistant III Financial Assistant II Marketing & Membership Coordinator Marketing & Communications Coordinator	A	Y	46,037.45	47,418.58	49,315.32	51,534.51	54,368.91	57,631.04
			B	1,770.67	1,823.79	1,896.74	1,982.10	2,091.11	2,216.58
			H	26.23	27.02	28.10	29.36	30.98	32.84
		B	Y	51,152.73	52,687.31	54,794.80	57,260.57	60,409.90	64,034.49
			B	1,967.41	2,026.43	2,107.49	2,202.33	2,323.46	2,462.87
			H	26.23	27.02	28.10	29.36	30.98	32.84
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator Fund Development Officer Science Presentation Specialist	A	Y	47,940.58	49,378.79	51,353.95	53,664.87	56,616.44	60,013.43
			B	1,843.87	1,899.18	1,975.15	2,064.03	2,177.56	2,308.21
			H	27.32	28.14	29.26	30.58	32.26	34.20
		B	Y	53,267.31	54,865.33	57,059.94	59,627.64	62,907.16	66,681.59
			B	2,048.74	2,110.20	2,194.61	2,293.37	2,419.51	2,564.68
			H	27.32	28.14	29.26	30.58	32.26	34.20

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APPENDIX I
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Effective January 1, 2020 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
180	Exhibit Maintenance Technician Building Maintenance Technician	A	Y	49,934.33	51,432.35	53,489.65	55,896.68	58,971.00	62,509.26
			B	1,920.55	1,978.17	2,057.29	2,149.87	2,268.12	2,404.20
			H	28.45	29.31	30.48	31.85	33.60	35.62
		B	Y	55,482.58	57,147.06	59,432.94	62,107.43	65,523.33	69,454.73
			B	2,133.95	2,197.96	2,285.88	2,388.75	2,520.13	2,671.34
			H	28.45	29.31	30.48	31.85	33.60	35.62
182	Exhibit Maintenance Technician II Lead Exhibit Technician	A	Y	55,027.44	56,678.27	58,945.40	61,597.94	64,985.83	68,884.98
			B	2,116.44	2,179.93	2,267.13	2,369.15	2,499.45	2,649.42
			H	31.35	32.30	33.59	35.10	37.03	39.25
		B	Y	61,141.61	62,975.85	65,494.89	68,442.16	72,206.48	76,538.87
			B	2,351.60	2,422.15	2,519.03	2,632.39	2,777.17	2,943.80
			H	31.35	32.30	33.59	35.10	37.03	39.25
185	Digital Marketing Specialist	A	Y	57,909.32	59,646.60	62,032.46	64,823.92	68,389.24	72,492.59
			B	2,227.28	2,294.10	2,385.86	2,493.23	2,630.36	2,788.18
			H	33.00	33.99	35.35	36.94	38.97	41.31
		B	Y	64,343.69	66,274.00	68,924.96	72,026.58	75,988.04	80,547.32
			B	2,474.76	2,549.00	2,650.96	2,770.25	2,922.62	3,097.97
			H	33.00	33.99	35.35	36.94	38.97	41.31

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APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2020 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
200	Staff Scientist Technology Specialist	A	Y	58,471.19	60,225.33	62,634.34	65,452.89	69,052.79	73,195.96
			B	2,248.89	2,316.36	2,409.01	2,517.42	2,655.88	2,815.23
			H	33.32	34.32	35.69	37.30	39.35	41.71
		B	Y	64,967.99	66,917.03	69,593.71	72,725.43	76,725.33	81,328.85
			B	2,498.77	2,573.73	2,676.68	2,797.13	2,950.97	3,128.03
			H	33.32	34.32	35.69	37.30	39.35	41.71

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F
PT120	Custodian, Guest Service Representative, Special Exhibit Attendant, Costume Character/Handler, Building Maintenance Assistant, IMAX Theatre Attendants	H	16.01	16.57	17.15	17.92	18.75	19.85
PT130	Jr. Camp Instructor Sleepover Supervisor Line Cook Café Supervisor	H	16.52	17.10	17.70	18.50	19.33	20.49
PT140	Assistant House/Gift Shop Manager Science Presenter	H	17.04	17.64	18.25	19.08	19.93	21.13
PT170	Catering Server	H	18.85	19.51	20.19	21.10	22.05	23.37
PT180	Instructor - Summer Camp Sleepover Presenter	H	19.31	19.99	20.69	21.62	22.59	23.95
PT210	House Manager Assistant Volunteer Coordinator Receptionist	H	21.03	21.76	22.52	23.54	24.60	26.07
PT235	Instructor - Science Education	H	24.91	25.78	26.68	27.89	29.14	30.89

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APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2021 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	29,652.47	30,542.04	31,763.73	33,193.09	35,018.71	37,119.84
			B	1,140.48	1,174.69	1,221.68	1,276.66	1,346.87	1,427.69
			H	16.90	17.40	18.10	18.91	19.95	21.15
		B	Y	32,947.19	33,935.60	35,293.03	36,881.22	38,909.68	41,244.26
			B	1,267.20	1,305.22	1,357.42	1,418.51	1,496.53	1,586.32
			H	16.90	17.40	18.10	18.91	19.95	21.15
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II Line Cook	A	Y	31,042.43	31,973.70	33,252.65	34,749.02	36,660.22	38,859.83
			B	1,193.94	1,229.76	1,278.95	1,336.50	1,410.01	1,494.61
			H	17.69	18.22	18.95	19.80	20.89	22.14
		B	Y	34,491.59	35,526.34	36,947.39	38,610.02	40,733.57	43,177.59
			B	1,326.60	1,366.40	1,421.05	1,485.00	1,566.68	1,660.68
			H	17.69	18.22	18.95	19.80	20.89	22.14
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator House Manager	A	Y	37,843.97	38,979.28	40,538.46	42,362.69	44,692.63	47,374.19
			B	1,455.54	1,499.20	1,559.17	1,629.33	1,718.95	1,822.08
			H	21.56	22.21	23.10	24.14	25.47	26.99
		B	Y	42,048.85	43,310.32	45,042.73	47,069.65	49,658.48	52,637.99
			B	1,617.26	1,665.78	1,732.41	1,810.37	1,909.94	2,024.54
			H	21.56	22.21	23.10	24.14	25.47	26.99

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Effective January 1, 2021 (bi-weekly)

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services	A	Y	41,050.14	42,281.64	43,972.91	45,951.69	48,479.03	51,387.77
			B	1,578.85	1,626.22	1,691.27	1,767.37	1,864.58	1,976.45
			H	23.39	24.09	25.06	26.18	27.62	29.28
	Lead Science Presenter Sous Chef	B	Y	45,611.27	46,979.60	48,858.79	51,057.43	53,865.59	57,097.53
			B	1,754.28	1,806.91	1,879.18	1,963.75	2,071.75	2,196.06
			H	23.39	24.09	25.06	26.18	27.62	29.28
150	Administrative Assistant III Financial Assistant II Marketing & Membership Coordinator Marketing & Communications Coordinator	A	Y	47,073.30	48,485.50	50,424.92	52,694.04	55,592.21	58,927.74
			B	1,810.51	1,864.83	1,939.42	2,026.69	2,138.16	2,266.45
			H	26.82	27.63	28.73	30.03	31.68	33.58
		B	Y	52,303.66	53,872.77	56,027.68	58,548.93	61,769.12	65,475.27
			B	2,011.68	2,072.03	2,154.91	2,251.88	2,375.74	2,518.28
			H	26.82	27.63	28.73	30.03	31.68	33.58
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator	A	Y	49,019.24	50,489.82	52,509.41	54,872.33	57,890.31	61,363.73
			B	1,885.36	1,941.92	2,019.59	2,110.47	2,226.55	2,360.14
			H	27.93	28.77	29.92	31.27	32.99	34.97
	Fund Development Officer Science Presentation Specialist	B	Y	54,465.82	56,099.80	58,343.79	60,969.26	64,322.57	68,181.92
			B	2,094.84	2,157.68	2,243.99	2,344.97	2,473.94	2,622.38
			H	27.93	28.77	29.92	31.27	32.99	34.97

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Effective January 1, 2021 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
180	Exhibit Maintenance Technician Building Maintenance Technician	A	Y	51,057.85	52,589.58	54,693.17	57,154.36	60,297.85	63,915.72
			B	1,963.76	2,022.68	2,103.58	2,198.24	2,319.15	2,458.30
			H	29.09	29.97	31.16	32.57	34.36	36.42
		B	Y	56,730.94	58,432.87	60,770.18	63,504.84	66,997.61	71,017.47
			B	2,181.96	2,247.42	2,337.31	2,442.49	2,576.83	2,731.44
			H	29.09	29.97	31.16	32.57	34.36	36.42
182	Exhibit Maintenance Technician II Lead Exhibit Technician	A	Y	56,265.56	57,953.53	60,271.67	62,983.90	66,448.01	70,434.89
			B	2,164.06	2,228.98	2,318.14	2,422.46	2,555.69	2,709.03
			H	32.06	33.02	34.34	35.89	37.86	40.13
		B	Y	62,517.29	64,392.81	66,968.52	69,982.11	73,831.12	78,260.99
			B	2,404.51	2,476.65	2,575.71	2,691.62	2,839.66	3,010.04
			H	32.06	33.02	34.34	35.89	37.86	40.13
185	Digital Marketing Specialist	A	Y	59,212.28	60,988.65	63,428.19	66,282.46	69,927.99	74,123.67
			B	2,277.40	2,345.72	2,439.55	2,549.33	2,689.54	2,850.91
			H	33.74	34.75	36.14	37.77	39.85	42.24
		B	Y	65,791.42	67,765.16	70,475.77	73,647.18	77,697.77	82,359.64
			B	2,530.44	2,606.35	2,710.61	2,832.58	2,988.38	3,167.68
			H	33.74	34.75	36.14	37.77	39.85	42.24

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Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
200	Staff Scientist Technology Specialist	A	Y	59,786.79	61,580.40	64,043.61	66,925.58	70,606.48	74,842.87
			B	2,299.49	2,368.48	2,463.22	2,574.06	2,715.63	2,878.57
			H	34.07	35.09	36.49	38.13	40.23	42.65
		B	Y	66,429.77	68,422.66	71,159.57	74,361.75	78,451.65	83,158.75
			B	2,554.99	2,631.64	2,736.91	2,860.07	3,017.37	3,198.41
			H	34.07	35.09	36.49	38.13	40.23	42.65

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
PT120	Custodian, Guest Service Representative, Special Exhibit Attendant, Costume Character/Handler, Building Maintenance Assistant, IMAX Theatre Attendants	H		16.37	16.94	17.53	18.32	19.15	20.30
PT130	Jr. Camp Instructor Sleepover Supervisor Line Cook Café Supervisor	H		16.90	17.49	18.10	18.91	19.77	20.95
PT140	Assistant House/Gift Shop Manager Science Presenter	H		17.42	18.03	18.67	19.50	20.38	21.61
PT170	Catering Server	H		19.27	19.95	20.64	21.57	22.54	23.90
PT180	Instructor - Summer Camp Sleepover Presenter	H		19.75	20.44	21.15	22.11	23.10	24.49
PT210	House Manager Assistant Volunteer Coordinator Receptionist	H		21.50	22.25	23.03	24.07	25.15	26.66
PT235	Instructor - Science Education	H		25.47	26.36	27.28	28.15	29.80	31.58

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Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	30,319.65	31,229.24	32,478.41	33,939.94	35,806.64	37,955.03
			B	1,166.14	1,201.12	1,249.17	1,305.38	1,377.18	1,459.81
			H	17.28	17.79	18.51	19.34	20.40	21.63
		B	Y	33,688.50	34,699.16	36,087.12	37,711.04	39,785.15	42,172.26
			B	1,295.71	1,334.58	1,387.97	1,450.42	1,530.20	1,622.01
			H	17.28	17.79	18.51	19.34	20.40	21.63
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II Line Cook	A	Y	31,740.88	32,693.11	34,000.84	35,530.87	37,485.07	39,734.18
			B	1,220.80	1,257.43	1,307.72	1,366.57	1,441.73	1,528.24
			H	18.09	18.63	19.37	20.25	21.36	22.64
		B	Y	35,267.65	36,325.68	37,778.71	39,478.75	41,650.08	44,149.08
			B	1,356.45	1,397.14	1,453.03	1,518.41	1,601.93	1,698.04
			H	18.09	18.63	19.37	20.25	21.36	22.64
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator House Manager	A	Y	38,695.45	39,856.32	41,450.57	43,315.85	45,698.22	48,440.11
			B	1,488.29	1,532.94	1,594.25	1,665.99	1,757.62	1,863.08
			H	22.05	22.71	23.62	24.68	26.04	27.60
		B	Y	42,994.95	44,284.80	46,056.19	48,128.72	50,775.80	53,822.35
			B	1,653.65	1,703.26	1,771.39	1,851.10	1,952.92	2,070.09
			H	22.05	22.71	23.62	24.68	26.04	27.60

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Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services Lead Science Presenter Sous Chef	A	Y	41,973.77	43,232.98	44,962.30	46,985.60	49,569.81	52,544.00
			B	1,614.38	1,662.81	1,729.32	1,807.14	1,906.53	2,020.92
			H	23.92	24.63	25.62	26.77	28.24	29.94
	B	Y	46,637.52	48,036.64	49,958.11	52,206.22	55,077.57	58,382.22	
		B	1,793.75	1,847.56	1,921.47	2,007.93	2,118.37	2,245.47	
		H	23.92	24.63	25.62	26.77	28.24	29.94	
	150	Administrative Assistant III Financial Assistant II Marketing & Membership Coordinator Marketing & Communications Coordinator	A	Y	48,132.45	49,576.42	51,559.48	53,879.65	56,843.03
B				1,851.25	1,906.79	1,983.06	2,072.29	2,186.27	2,317.45
H				27.43	28.25	29.38	30.70	32.39	34.33
B			Y	53,480.50	55,084.91	57,288.31	59,866.28	63,158.93	66,948.46
			B	2,056.94	2,118.65	2,203.40	2,302.55	2,429.19	2,574.94
			H	27.43	28.25	29.38	30.70	32.39	34.33
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator Fund Development Officer Science Presentation Specialist	A	Y	50,122.17	51,625.84	53,690.87	56,106.96	59,192.84	62,744.41
			B	1,927.78	1,985.61	2,065.03	2,157.96	2,276.65	2,413.25
			H	28.56	29.42	30.59	31.97	33.73	35.75
		B	Y	55,691.30	57,362.04	59,656.52	62,341.07	65,769.83	69,716.02
			B	2,141.97	2,206.23	2,294.48	2,397.73	2,529.61	2,681.39
			H	28.56	29.42	30.59	31.97	33.73	35.75

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Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
180	Exhibit Maintenance Technician Building Maintenance Technician	A	Y	52,206.65	53,772.85	55,923.76	58,440.33	61,654.55	65,353.82
			B	2,007.95	2,068.19	2,150.91	2,247.71	2,371.33	2,513.61
			H	29.75	30.64	31.87	33.30	35.13	37.24
		B	Y	58,007.39	59,747.61	62,137.51	64,933.70	68,505.06	72,615.36
			B	2,231.05	2,297.98	2,389.90	2,497.45	2,634.81	2,792.90
			H	29.75	30.64	31.87	33.30	35.13	37.24
182	Exhibit Maintenance Technician II Lead Exhibit Technician	A	Y	57,531.54	59,257.48	61,627.78	64,401.03	67,943.09	72,019.68
			B	2,212.75	2,279.13	2,370.30	2,476.96	2,613.20	2,769.99
			H	32.78	33.76	35.12	36.70	38.71	41.04
		B	Y	63,923.93	65,841.65	68,475.31	71,556.70	75,492.32	80,021.86
			B	2,458.61	2,532.37	2,633.67	2,752.18	2,903.55	3,077.76
			H	32.78	33.76	35.12	36.70	38.71	41.04
185	Digital Marketing Specialist	A	Y	60,544.55	62,360.89	64,855.33	67,773.81	71,501.37	75,791.46
			B	2,328.64	2,398.50	2,494.44	2,606.69	2,750.05	2,915.06
			H	34.50	35.53	36.95	38.62	40.74	43.19
		B	Y	67,271.73	69,289.88	72,061.47	75,304.24	79,445.97	84,212.73
			B	2,587.37	2,665.00	2,771.60	2,896.32	3,055.61	3,238.95
			H	34.50	35.53	36.95	38.62	40.74	43.19

A = 67.5 hrs. bi-weekly (1755 hrs/year) (full-time)
B = 75 hrs. bi-weekly (1950/year) (full-time)
PT = Part-Time Hourly

APPENDIX I
SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES
Effective January 1, 2022 (bi-weekly)

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
200	Staff Scientist Technology Specialist	A	Y	61,132.00	62,965.96	65,484.59	68,431.40	72,195.13	76,526.84
			B	2,351.23	2,421.77	2,518.64	2,631.98	2,776.74	2,943.34
			H	34.83	35.88	37.31	38.99	41.14	43.61
		B	Y	67,924.44	69,962.17	72,760.66	76,034.89	80,216.81	85,029.82
			B	2,612.48	2,690.85	2,798.49	2,924.42	3,085.26	3,270.38
			H	34.83	35.88	37.31	38.99	41.14	43.61

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F
PT120	Custodian, Guest Service Representative, Special Exhibit Attendant, Costume Character/Handler, Building Maintenance Assistant, IMAX Theatre Attendants	H	16.74	17.32	17.93	18.74	19.58	20.75
PT130	Jr. Camp Instructor Sleepover Supervisor Line Cook Café Supervisor	H	17.28	17.88	18.51	19.34	20.21	21.42
PT140	Assistant House/Gift Shop Manager Science Presenter	H	17.82	18.44	19.08	19.94	20.84	22.09
PT170	Catering Server	H	19.71	20.40	21.11	22.06	23.05	24.43
PT180	Instructor - Summer Camp Sleepover Presenter	H	20.19	20.90	21.63	22.60	23.62	25.04
PT210	House Manager Assistant Volunteer Coordinator Receptionist	H	21.98	22.75	23.55	24.61	25.72	27.26
PT235	Instructor - Science Education	H	26.04	26.96	27.90	29.15	30.47	32.29

A = 67.5 hrs. bi-weekly (1755 hrs/year) (full-time)
B = 75 hrs. bi-weekly (1950/year) (full-time)
PT = Part-Time Hourly

APPENDIX ‘II’

FLEXIBLE AVERAGING AGREEMENT – Permanent Full Time Employee

It is agreed between _____ (the “Employee”) and Edmonton Space & Science Foundation (the “Employer”):

1) This Agreement will be effective on _____, 20_____, and end upon the expiry (following any applicable bridging period under s. 130 of the Labour Relations Code, RSA 2000, c. L-1) of the collective agreement currently in force to which this form is attached as Appendix “II”.

2) The Employee’s regularly scheduled hours of work are as follows:

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Week #
							Week 1
							Week 2

Employee works irregular schedules based on operational need, no set days per week, and as such will work to their bi-weekly maximum number of hours.

3) The Employee will be paid at his/her regular hourly rate of pay for all scheduled hours in addition to such other payments as may be required by the collective bargaining agreement in force between Civic Service Union 52 and the Employer.

4) The Employee and the Employer agree that the Employee may work additional hours on any scheduled day of work up to a maximum of 10 hours (“Flexible Time”). This is not to adjust the number of normal work days per week for the employee, unless agreed to in writing by the employer.

5) This Flexible Time will be taken as time off with pay at the Employee’s regular hourly rate of pay within the current 2 week averaging period or the 2 week period following the end of the current 2 week averaging period.

6) An employee request for Flexible Time must be pre-approved by the Employer prior to taking place. The employer has the right to decline a request for flexible time should it interfere with operational needs.

7) Any Flexible Time not taken as time off with pay within the current 2 week averaging period or the 2 week period following the end of the current 2 week averaging period will be paid at the Employee’s regular hourly rate of pay.

- 8) As per Article 8.01.01 the employer shall not direct the employee to flex time beyond 8 hours per day.
- 9) By mutual agreement, the Employee and the Employer may cancel this agreement at any time.
- 10) Either the Employer or the Employee may cancel this agreement without mutual agreement by providing 30 days' notice to the other party in which case the cancellation takes effect at the end of the averaging period in which the 30 days' notice ends.
- 11) The Employer shall provide a copy of this Agreement to the Employee.

Edmonton Space & Science Foundation

Per: _____

Date _____

: _____

Date

Employee Signature

Appendices “A” to “G” Benefits & Retirement Plan

IMPORTANT NOTE: For further information regarding benefits and/or retirement plan, please refer to the plan information available on-line through the appropriate service provider or through the Foundation Administration office.

1. These Appendices relate to outsourced service providers delivering programs of benefit(s) and retirement planning to permanent employees at the Foundation;
2. During the term of this Agreement, awards of service may be extended to alternative service providers; therefore, Appendices A to G may be altered according to the final award of service and the terms and conditions of that service provider;
3. The Edmonton Space & Science Foundation will be the sole negotiator of any changes to the service providers associated with these contracts of benefits and will be solely responsible for the retention of their expertise and assistance.
4. The Foundation will make the best effort to maintain or exceed previous plan features should the plan providers change.
5. The following terms and conditions will remain intact:

APPENDIX "A"

DEFINITION FOR HEALTH CARE PLANS

The group policy contains a number of definitions not listed here. The following definitions will be of greatest interest to employees.

Employee - a permanent employee working full-time hours who has achieved benefit status.

For the Weekly Indemnity Insurance - A person who is scheduled to work for the employer less than the minimum work week specified in the Unemployment Insurance Act is considered a part-time employee.

For other benefits - A person who is scheduled to work for the employer less than twenty (20) hours a week is considered a part-time employee.

Dependant - a spouse or a child who is a resident of Canada.

Spouse – Legal spouse or person continuously living with you in a role like that of a marriage partner for at least one (1) year.

Child - you or your spouse's unmarried child, excluding a foster child or a child who has attained age 21 (age 25 in the case of a full-time student wholly dependent on you for support).

A handicapped child who attains the limiting age may continue coverage as a Dependant if certain requirements are met. The employer can supply precise details.

Illness - bodily injury, disease, mental infirmity or sickness.

Hospital - an institution designated as such by law for the care and treatment of sick and injured persons, primarily in the acute phase of illness, which has organized facilities for diagnostic treatment and major surgery and which provides 24 hour nursing services.

It does not include a nursing home, rest home, home for custodial care of the aged or chronically ill, a sanatorium, a convalescent hospital or a detoxification facility for the treatment of substance abuse or beds set aside for any of these purposes in an institution which otherwise qualifies as a hospital.

Convalescent Hospital - an institution designated as such by law for the convalescent care and treatment, on an in-patient basis, of sick and injured persons, which provides 24 hour nursing services and regular medical supervision.

It does not include a nursing home, rest home, home for custodial care of the aged or chronically ill, a sanatorium or a detoxification facility for the treatment of substance abuse.

Totally Disabled - For the Weekly Indemnity Insurance - you are totally disabled if you are prevented by illness from performing the duties of your own occupation and do not engage in any occupation or employment for wage or profit.

For other benefits - you are Totally Disabled if you are in a state of incapacity due to illness which

1. while it continues during the elimination period and the following 24 months, prevents you from performing the essential duties of your own occupation at the onset of disability, and
2. while it continues after such period, prevents you from engaging in any occupation for which you are or may become reasonably qualified by education, training or experience.

Dependants are totally disabled if they are prevented by illness from performing their normal duties.

Accident - bodily injury occurring as a direct result of a violent, sudden and unexpected action originating from an outside source.

Appropriate Treatment - treatment which meets all the following conditions:

1. it is performed and prescribed by a Doctor, or when deemed necessary by the health plan provider, by a medical specialist;
2. it is of a reasonable and customary nature and treatment is provided with a

- frequency usually required for the condition;
3. it is not limited to solely examinations and/or testing.

Deemed Date of Retirement - if you become totally disabled, your date of retirement is deemed to be on your 65th birthday unless you actually retire earlier.

Waiting Period - 3 months of continuous employment.

Changes in Amounts

Your insurance may change if your status affecting the insurance changes. Such change is made on the day your status changes. If you are required to submit evidence of insurability to the health plan provider (i) on the date an increase would otherwise take effect, or (ii) on the date the group policy is amended to provide additional or increased benefits, any increase will only take effect on the first day you are actively at work.

If you are not Actively At Work:

1. on the date an increase would otherwise take effect, or
2. on the date the group policy is amended to provide additional or increased benefits, any increase will only take effect on the first day you are Actively At Work.

Similarly, any increase in dependants insurance are delayed for dependants who are confined in a hospital or similar institution until the day they first ceases to be confined and are actively pursuing their normal activities.

APPENDIX "B"

MAJOR MEDICAL INSURANCE

Permanent employees working full-time hours and have completed three (3) months of continuous employment with the Foundation as a probationary employee or a permanent employee who have achieved benefit status shall be a member of the Extended Health Care plan, unless they are covered by a similar plan. The Foundation shall pay sixty (60%) percent of the premium of this plan and the member shall pay forty (40%) percent of the premium of the plan by payroll deduction.

APPENDIX "C"

DENTAL PLAN

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 Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan.

Member contributions shall be deducted bi-weekly such that the dollar amount of the member's contribution equals thirty (30%) percent of the premium cost. The Foundation shall pay seventy (70%) percent of the premium cost of the Plan.

APPENDIX "D"

GROUP LIFE INSURANCE

A permanent employee working full-time hours who has completed three (3) months of continuous employment with the Foundation shall be a member of the Group Life Insurance Plan. The Foundation shall pay fifty (50%) percent of the premium and the member shall pay fifty (50%) percent of the premium through payroll deduction.

APPENDIX "E"

SICK LEAVE

Permanent employees working full-time hours who are unable to work due to illness, shall be paid at their regular rate of pay for the first ten (10) days of illness in a calendar year. Absence due to illness in excess of the foregoing shall, if eligible, be addressed by the weekly indemnity plan or long-term disability plan.

A part-time employee who has achieved permanent status, shall be eligible for sick leave of up to six (6) days in a calendar year.

WEEKLY INDEMNITY

All permanent employees working full-time hours shall be a member of the Weekly Indemnity Plan. The Foundation will pay one hundred (100%) percent of the cost of such a Plan.

When illness persists beyond the ten (10) days covered under the Foundation's Sick Leave provisions, the employees shall receive seventy-five (75%) percent of their regular weekly earnings to a maximum of one thousand dollars (\$1,000) per week commencing on

- (a) the eleventh (11th) day of illness OR
- (b) immediately for accident

and extending to seventeen (17) weeks. Benefit payments are taxable.

LONG TERM DISABILITY

A permanent employee working full-time hours shall be a member of the Long Term Disability Plan. The member shall pay one hundred (100%) percent of the cost of such Plan through bi-weekly payroll deductions. Benefit payments are non-taxable.

When illness persists beyond the one hundred and nineteen (119) days covered under the provisions of the Weekly Indemnity Plan, the employee will receive the following:

Amount

The amount determined in (a) reduced by the amounts in (b) and (c) below.

- (a) 66.7% of monthly basic earnings up to a maximum benefit of \$4,000.
- (b) All direct offsets.
- (c) The amount, if any, by which the sum of (a) above and all indirect offsets, exceeds 85% of the employee's monthly net income.

The direct offsets and indirect offsets are specified under Long-Term Disability.

1/30 of the monthly benefit is payable for each day of total disability during a period of less than a full month.

Elimination Period

17 weeks or the last day weekly indemnity is payable to the employee, whichever is later.

If the employee becomes totally disabled during maternity/ parental leave, that employee may be entitled to benefit payments commencing on the date of the scheduled return to active full-time work with the employer, provided:

1. the employee is then totally disabled, and
2. the employee has completed the elimination period by that date.

Maximum Benefit Period

To the last day of the month coincident with or next following age 65, the date the employee retires on pension with the employer or is eligible for an unreduced full pension with the employer, the date of death or the date the employee is no longer totally disabled, whichever is the earliest.

This benefit ends on the date the employee retires or attains age 65, if earlier.

APPENDIX "F"

TERMINATIONS

Individual Terminations

Employee Insurance

All employee insurance ends on the earliest of:

1. termination of employment,
2. the end of the period for which premiums are paid to the health plan provider for the employee's insurance, and
3. termination of this policy.

Employee's medicare supplement and/or dental insurance also ends on the date the employee elects to terminate such insurance, if they are insured as a dependant for comparable insurance under this or another group insurance policy.

In addition, any benefit may end on an earlier date specified in any such benefit provision.

Termination of Employment

Termination occurs on the date a person ceases to qualify as an employee or the date they cease to be actively at work, whichever is earlier.

However, the employer, acting in accordance with rules which apply equally to all employees within the same classification, may deem that employment continues:

1. for any life insurance benefit, for a period ending not later than 12 months (unless a longer period is approved by the health plan provider) during which the employee is absent from work due to illness,
2. for any other benefit, for any period the employee is absent from work due to illness,
3. for the period of the employee's scheduled paid vacation, but not exceeding 3 months,
4. for any period the employee is on maternity/parental leave, but not exceeding the period required under the relevant legislation,
5. for such period of notice as required on termination of employment under the relevant legislation, or
6. for a period ending not later than the last day of the calendar month following the month in which the employee is temporarily laid off or is granted a leave of absence for any reason other than illness, paid vacation or maternity/paternity leave.

Dependant Insurance

All dependant insurance ends on the earliest of:

1. termination of the employee's insurance,
2. the date a person ceases to be a dependant, and

3. the end of the period for which premiums are paid to the health plan provider for the dependant insurance.

A dependant's medicare supplement and/or dental insurance also ends on the date the employee elects to terminate such insurance, if the dependant is insured for comparable insurance under this or another group insurance policy.

In addition, any benefit may end on an earlier date specified in any such benefit provision.

Surviving Dependant Insurance

A dependant, whose insurance under this policy would otherwise end because of the employee's death, continued to be insured without further payment of premiums, subject to all other terms of this policy. Such insurance ends on the earliest of:

1. 24 months after the date of the employee's death,
 2. the date a person ceases to be a dependant other than as a result of the employee's death,
 3. the date the benefit provision for which the dependant is insured terminates,
- and
4. the date of termination of the policy.

Survivor Extended Insurance Benefit

The Benefit

If an employee dies while insured for the benefit and while his Dependents are covered under this policy, the health plan provider will continue the Dependent coverage for a period of up to 2 years. The Benefit Schedule shows which Dependent coverage will be continued under this benefit. Premium payments will be waived for this continued coverage.

Insurance Coverage Continued

The coverage continued on a Dependent will be the same as that which was in effect on the date of the Employee's death. This insurance will be subject to any age reduction or termination shown in the policy at that time.

Termination of Insurance

The maximum period for extended coverage is 2 years. Coverage on any Dependent ceases prior to this:

1. if the Dependent would cease to qualify as a Dependent, even if the Employee were still alive;
2. if the Dependent obtains similar coverage elsewhere; or
3. if this policy terminates.

APPENDIX "G"

PENSION PLAN

The Edmonton Space & Science Foundation will provide a retirement plan for the employees of the Foundation.

Eligible Employees

All permanent employees working full-time hours, following completion of a three (3) month probationary period (unless it is waived), and permanent employees who have achieved benefit status are eligible to join the Plan and contributions can commence at any time during the first (1st) year of service. After completion of one (1) year of service, participation in the Plan is compulsory.

Contributions:

(a) Employee Contributions

Employees will contribute 3.5% of their salary up to the YMPE under the Canada Pension Plan and 5% of that portion of their salary which is over the YMPE.

(b) Foundation's Contributions

The employer will contribute 4.5% of the employee's salary up to YMPE under the Canada Pension Plan and 6% of that portion of the employee's salary in excess of the YMPE.

(c) Calculations for Permanent Employees

Calculations for permanent employees who have achieved benefit status will be based on the last calendar year earnings.

(d) Employee Voluntary Additional Contributions

Employees may also make voluntary contributions to their current year of service provided that the total of the employees required and voluntary contributions does not exceed the Income Tax Act limits.

Administration Plan

The plan will be administered as per Alberta Provincial Legislation as applicable.

APPENDIX "H"

EMPLOYEE ASSISTANCE PLAN

An employee working full time hours who has completed three (3) months of continuous employment with the Foundation or an employee working part time hours who has completed six (6) months of continuous employment with the Foundation shall have access to an Employee Assistance Plan funded by the Foundation. This plan is not available for temporary employees.

**THE EDMONTON SPACE & SCIENCE
FOUNDATION**

OF THE FIRST PART

- and -

CIVIC SERVICE UNION 52

OF THE SECOND PART

**IN WITNESS WHEREOF THE PARTIES HERETO
HAVE CAUSED THESE PRESENTS TO BE
EXECUTED.**

SIGNED this 31 day of December, A.D. 2019

**The Edmonton Space &
Science Foundation**

Civic Service Union 52

Per:

[Redacted Signature]

Alan Nursall, President & CEO

Per:

[Redacted Signature]

Lanny Chudyk, President

[Redacted Signature]

[Redacted Signature]

NEW LETTERS OF UNDERSTANDING

Signed after Ratification



LETTER OF UNDERSTANDING

between

The Edmonton Space and Science Foundation
(Hereinafter referred to as the Employer)

-and-

CIVIC SERVICE UNION 52
(Hereinafter referred to as the Union)

Temporary Layoff and Recall: COVID-19 Pandemic

Further to the facility closure and service reductions as a result of the recent COVID-19 Pandemic, the following outlines a temporary layoff and recall agreement between the parties.

A. Guiding Principles

- Collective Agreement Clauses 27.01 and 27.02 shall continue to apply for temporary layoffs.
- The language in this Letter of Understanding will expire on August 31, 2020, or earlier at the mutual agreement of the parties.
- If required, the Parties agree that this Letter of Understanding can be extended following August 31, 2020.
- The Parties agree that such extensions can be done electronically and that such agreement will come from the President of CSU 52, or their designate and the President and CEO of the The Edmonton Space and Science Foundation, or their designate.
- In the event permanent layoffs are needed, layoff provisions of Articles 27.01 and 27.02 of the Collective Agreement shall apply.
- The Employer and the Union shall meet periodically to share updates with each other and address any concerns that may arise given this fluid situation.

B. Temporary Change in Job Duties and Remote Work

- 1.0 If an employee has available work to perform on-site or has been approved to temporarily work remotely, whether in their base position or through assigned duties as required, and can do so safely, efficiently and effectively, the Employer may allow them to continue to work until the Employer deems there to be a shortage of work for the employee. Should the Employer deem there to be a shortage of work, the employee will receive a temporary layoff in accordance with this letter of understanding.

C. Temporary Change in Job Duties and Layoffs

- 2.0 The Parties agree that if an employee has the requisite skills, knowledge, and ability to perform duties outside of their current job classification, the Employer may redeploy that employee to other duties.
- 2.1 The Parties agree that a redeployed employee will not **solely** perform work outside of their own classification for more than a week. If a temporary change in duties is anticipated to be of more than a week in duration, the parties will discuss the matter on a case-by-case basis.

2.2 For those employees currently working, or for those employees that shall be recalled in the future, in the event of further temporary layoffs due to work shortages, employees within the affected service point/department and the affected level(s) shall be temporarily laid off in reverse order of **Union seniority** in accordance with the Collective Agreement

3.0 The Parties agree that the recall process from a temporary layoff shall be determined in the following order:

- i. Employees from the service points/departments being recalled;
 - a. Seniority within the job classification being recalled

D. Recall Provisions

- 4.0 Notice of recall shall be primarily communicated through phone calls, the Employer's intranet, and email system.
- 4.1 An employee must respond to the request for recall within four (4) calendar days of the notification of recall with the designated contact their intention to report to work.
- 4.2 The employee must report to work within seven (7) calendar days of the date the recall notice is sent (electronically or physically) to the employee, or as otherwise mutually agreed to by the employee and the Employer.
- 4.3 Employees refusing recall, for fair and reasonable purposes, shall not lose their seniority standing for potential future recalls. As well they shall continue to accrue seniority while on temporary layoff
- 4.4 Employees that that fail to respond to the Employer within the required four (4) calendar days after the confirmation of a recall, or that fail to return to work on the specified date for recall without reason may be subject to discipline up to and including termination.
- 4.5 The parties agree that permanent full-time employees can choose to be recalled in a part time capacity, through mutual agreement. This will not affect an employee's permanent full-time status. The Union will be notified of all permanent full-time employees returning in a part time capacity.

E. Other

- Union dues will not be deducted from employees that have been temporarily laid off.
- All employees shall continue to accrue seniority during the pandemic, regardless if the employee is working or is in a temporary layoff.

SIGNED this 15TH day of may, A.D. 2020

TELUS World of Science



President and CEO

CIVIC SERVICE UNION 52



LETTER OF UNDERSTANDING

between

The Edmonton Space and Science Foundation

(Hereinafter referred to as the Employer)

-and-

CIVIC SERVICE UNION 52

(Hereinafter referred to as the Union)

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A. Guiding Principles

- Collective Agreement Clauses 27.01 and 27.02 shall continue to apply for temporary layoffs.
- The language in this Letter of Understanding will expire on June 30,2021, or earlier at the mutual agreement of the parties.
- If required, the Parties agree that this Letter of Understanding can be extended following June 30,2021.
- The Parties agree that such extensions can be done electronically and that such agreement will come from the President of CSU 52, or their designate and the President and CEO of The Edmonton Space and Science Foundation, or their designate.
- In the event permanent layoffs are needed, layoff provisions of Articles 27.01, 27.02 and 27.05 of the Collective Agreement shall apply.
- The Employer and the Union shall meet periodically to share updates with each other and address any concerns that may arise given this fluid situation.

B. Temporary Change in Job Duties and Remote Work

- 1.0 If an employee has available work to perform on-site or has been approved to temporarily work remotely, whether in their base position or through assigned duties as required, and can do so safely, efficiently and effectively, the Employer may allow them to continue to work until the Employer deems there to be a shortage of work for the employee. Should the Employer deem there to be a shortage of work, the employee will receive a temporary layoff in accordance with this letter of understanding.

C. Temporary Change in Job Duties and Layoffs

- 2.0 The Parties agree that if an employee has the requisite skills, knowledge, and ability to perform duties outside of their current job classification, the Employer may redeploy that employee to other duties.
- 2.1 The Parties agree that a redeployed employee will not **solely** perform work outside of their own classification for more than a week. If a temporary change in duties is anticipated to be of more than a week in duration, the parties will discuss the matter on a case-by-case basis.

2.2 For those employees currently working, or for those employees that shall be recalled in the future, in the event of further temporary layoffs due to work shortages, employees within the affected service point/department and the affected level(s) shall be temporarily laid off in reverse order of **Union seniority** in accordance with the Collective Agreement

3.0 The Parties agree that the recall process from a temporary layoff shall be determined in the following order:

- i. Employees from the service points/departments being recalled;
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4.1 An employee must respond to the request for recall within four (4) calendar days of the notification of recall with the designated contact their intention to report to work.

4.2 The employee must report to work within seven (7) calendar days of the date the recall notice is sent (electronically or physically) to the employee, or as otherwise mutually agreed to by the employee and the Employer.

4.3 Employees refusing recall, for fair and reasonable purposes, shall not lose their seniority standing for potential future recalls. As well they shall continue to accrue seniority while on temporary layoff

4.4 Employees that that fail to respond to the Employer within the required four (4) calendar days after the confirmation of a recall, or that fail to return to work on the specified date for recall without reason may be subject to discipline up to and including termination.

4.5 The parties agree that permanent full-time employees can choose to be recalled in a part time capacity, through mutual agreement. This will not affect an employee's permanent full-time status. The Union will be notified of all permanent full-time employees returning in a part time capacity.

E. Other

- Union dues will not be deducted from employees that have been temporarily laid off.
- All employees shall continue to accrue seniority during the pandemic, regardless if the employee is working or is in a temporary layoff.

SIGNED this 1 day of September, A.D. 2020



TELUS World of Science



CIVIC SERVICE UNION 52

Letter of Understanding

Between

The Edmonton Space and Science Foundation

And

Civic Service Union 52

A. Guiding Principle:

The Edmonton Space and Science Foundation and Civic Service Union 52 are committed to promoting safe, diverse, and inclusive workspaces. In the intent of that commitment, the parties agree to the following Letter of Understanding in relation to the Indigenous Land-Based Learning Navigator 12-month position.

B. Amendments

Under Article 8.01.01 Permanent Employee Working Full Time Hours

1. The Parties agree that this position may flex time and work in excess of 5 consecutive days in order to attend special ceremonies, events, or any other cultural commitments as required. The Parties agree that these commitments will not exceed 75 hours in a bi-weekly period.
2. If, due to operational demands and/or cultural commitments, the hours worked in this position exceeds 75 hours in a bi-weekly period, time will be adjusted and balanced in the current bi-weekly pay period or following bi-weekly pay period.

Under Article 12 Overtime and Premium Pay

3. If time balancing is not possible in a 4-week period (as outlined above), Articles 12.02 and 12.06.01 regarding Overtime will apply.

Under Article 13—Statutory Holidays

4. The Parties agree that 3 of the following Statutory Holidays: New Years Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day may be exchanged to celebrate other holidays of cultural significance/importance.

Travel

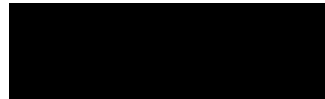
5. Travel time will be paid as per the policies of the Foundation.

This Letter of Understanding shall expire at the end of 12 month unless terminated or extended by mutual agreement by the Foundation and CSU 52.

Signed this _26_____ day of ____April_____, CE 2021



Lanny Chudyk, President
CSU52



Alan Nursall, President & CEO
Edmonton Space & Science Foundation

LETTER OF UNDERSTANDING

between

The Edmonton Space and Science Foundation

(Hereinafter referred to as the Employer)

-and-

CIVIC SERVICE UNION 52

(Hereinafter referred to as the Union)

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Further to the facility closure and service reductions as a result of the recent COVID-19 Pandemic, the following outlines a temporary layoff and recall agreement between the parties.

A. Guiding Principles

- Collective Agreement Clauses 27.01 and 27.02 shall continue to apply for temporary layoffs.
- The language in this Letter of Understanding will expire on *June 30, 2022*, or earlier at the mutual agreement of the parties.
- If required, the Parties agree that this Letter of Understanding can be extended following *June 30, 2022*.
- The Parties agree that such extensions can be done electronically and that such agreement will come from the President of CSU 52, or their designate and the President and CEO of The Edmonton Space and Science Foundation, or their designate.
- In the event permanent layoffs are needed, layoff provisions of Articles 27.01, 27.02 and 27.05 of the Collective Agreement shall apply.
- The Employer and the Union shall meet periodically to share updates with each other and address any concerns that may arise given this fluid situation.

B. Temporary Change in Job Duties and Remote Work

- 1.0 If an employee has available work to perform on-site or has been approved to temporarily work remotely, whether in their base position or through assigned duties as required, and can do so safely, efficiently and effectively, the Employer may allow them to continue to work until the Employer deems there to be a shortage of work for the employee. Should the Employer deem there to be a shortage of work, the employee will receive a temporary layoff in accordance with this letter of understanding.
- 1.1 Remote Work: It is incumbent that employees be available to attend scheduled meetings and participate in other required departmental or team activities onsite as needed, although exceptions will apply in extraordinary circumstances.
- 1.2 Employees working from home will be given advance notice for all onsite meetings.
- 1.3 In instances where employees work remotely only part of the time and are on site part of the time, the manager and employee will mutually agree on a schedule that works for both parties.

C. Temporary Change in Job Duties and Layoffs

- 2.0 The Parties agree that if an employee has the requisite skills, knowledge, and ability to perform duties outside of their current job classification, the Employer may redeploy that employee to other duties.
- 2.1 The Parties agree that a redeployed employee will not **solely** perform work outside of their own classification for more than a week. If a temporary change in duties is anticipated to be of more than a week in duration, the parties will discuss the matter on a case-by-case basis.
- 2.2 For those employees currently working, or for those employees that shall be recalled in the future, in the event of further temporary layoffs due to work shortages, employees within the affected service point/department and the affected level(s) shall be temporarily laid off in reverse order of **Union seniority** in accordance with the Collective Agreement
- 3.0 The Parties agree that the recall process from a temporary layoff shall be determined in the following order:
- i. Employees from the service points/departments being recalled;
 - a. Seniority within the job classification being recalled

D. Recall Provisions

- 4.0 Notice of recall shall be primarily communicated through phone calls, the Employer's intranet, and email system.
- 4.1 An employee must respond to the request for recall within four (4) calendar days of the notification of recall with the designated contact their intention to report to work.
- 4.2 The employee must report to work within seven (7) calendar days of the date the recall notice is sent (electronically or physically) to the employee, or as otherwise mutually agreed to by the employee and the Employer.
- 4.3 Employees refusing recall, for fair and reasonable purposes, shall not lose their seniority standing for potential future recalls. As well they shall continue to accrue seniority while on temporary layoff
- 4.4 Employees that fail to respond to the Employer within the required four (4) calendar days after the confirmation of a recall, or that fail to return to work on the specified date for recall without reason may be subject to discipline up to and including termination.
- 4.5 The parties agree that permanent full-time employees can choose to be recalled in a part time capacity, through mutual agreement. This will not affect an employee's permanent full-time status. The Union will be notified of all permanent full-time employees returning in a part time capacity.

E. Other

- Union dues will not be deducted from employees that have been temporarily laid off.

Signed this ____5th____ day of ____January____, 2022



TELUS World of Science – Edmonton



Civic Service Union 52

LETTER OF UNDERSTANDING

BETWEEN

Telus World of Science ("TWOSE")

AND

Civic Service Union 52 ("The Union")

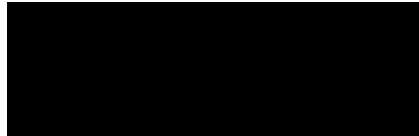
RE: Telus World of Science Robotics Team – Invitational Trip to Singapore

The following provision will apply to members of the TWOSE Robotics trip who are traveling to Singapore to participate in the upcoming Robotics Competition in October 2023.

In consideration of the extraordinary circumstances of this trip, and as the trip is a voluntary decision by the members participating, the Union is prepared to waive Article 12: Overtime for the duration of this trip.

Employees will be paid as per regular working hours and there will be no requirement for employees to use vacation time to cover off their hours of attendance.

Signed this 21 day of September 2023.



CIVIC SERVICE UNION 52

Joe Childs, Director of Labour Relations



TELUS WORLD OF SCIENCE

Brianne Vereschagin, Director, People and Culture