



# **COLLECTIVE AGREEMENT**

between

**Edmonton Space & Science  
Foundation**

and

**Civic Service Union 52**

**DURATION:**

JANUARY 1, 2014 TO DECEMBER 31, 2016

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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, 2014, to December 31, 2016**. 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 ten (10) consecutive hours of work, including an unpaid lunch break, in any shift, nor more than one (1) shift per day and shall not exceed 67.5 hours in a nine (9) working days in a bi-weekly period or 75 hours in ten (10) working days in a bi-weekly period and shall include flexible hours per day/week. Travel time for Outreach Coordinators is included unless otherwise agreed.

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

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

#### **8.01.02 Fund Development Officer**

In accordance with Article 12.06.01., where an employee is required and authorized to work in excess of 75 hours in a bi-weekly period, the employee shall balance their time over a ninety (90) day period.

#### **8.01.03 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.

#### **8.01.04 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.

## **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 for 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.

Part-time employees may 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 unless an employee voluntarily accepts a shift of less than the minimum.

## **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.

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

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

#### **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 employers:

- (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 can not 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 (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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 (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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. All employees who have been employed a minimum of 30 days shall be entitled to the holidays specified, according to Articles 13.01.02 through 13.01.06.

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.

### **13.02**

Temporary employees who have completed thirty (30) days continuous service, or who have completed thirty (30) working days with the Foundation in the preceding twelve (12) months, shall be entitled to receive such statutory holidays as are set forth in Article 13.01.01.

### **13.03**

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 Employment Standards legislation.

### **13.04**

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.

### **13.05**

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.

### **13.06**

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:

- a six month period while on Step B of their assigned pay range.
- each separate six 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 four hundred forty (440) hours.
- Step B to Step C after thirteen hundred twenty-one (1321) hours.
- Step C to Step D after twenty-two hundred and two (2202) hours.
- Step D to Step E after three thousand nine hundred and sixty-four (3964) hours.
- Step E to Step F after five thousand seven hundred and twenty-six (5726) 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) weeks regular pay upon completion of ten (10), fifteen (15) and twenty (20) years of satisfactory continuous service with the Foundation. The 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 (6<sup>th</sup>)** 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 (14<sup>th</sup>)** 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 (22<sup>nd</sup>)** 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 part-time shall be paid in the 12<sup>th</sup> and 24<sup>th</sup> pay periods per year.

## **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 (3<sup>rd</sup>) 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 (15<sup>th</sup>) 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 1<sup>st</sup> to December 31<sup>st</sup>** for the purpose of scheduling vacation leave.

### **16.16 Posting of Vacation Schedules**

- \* Employees shall submit their request for vacation no later than **October 15<sup>th</sup>** 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 15<sup>th</sup>** 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**

### **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 is 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**

A Leave of Absence with pay for personal emergencies may be made in accordance with Foundation policies/practices. Such Leave of Absence for a personal emergency may be granted by the President or his/her designate. Within three (3) calendar days of completing the leave of absence the employee shall, in writing, provide an explanation of the emergency situation to the Foundation.

#### **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, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law, grandparent of current spouse or a related dependant of the employee, the employee on request, shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at their regular rate of pay, provided they attend the funeral. 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) 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) 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.
- (c) The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- (d) The term "extenuating circumstances" may include traveling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstances.
- (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, this provision shall be limited to two full-time employees.

**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.

## **17.02.02 Parental Leave**

Parental leave applies for all employees in the event of the birth or adoption of a child.

### **17.02.02.01 Notice**

Parental leave shall be applied for at the earliest possible date, but not less than two (2) weeks prior to commencement. Written notice for parental leave must be made within the first year after the birth or adoption of a child. Maternity leave shall commence at any time up to three (3) months prior to the estimated date of delivery. Parental leave may begin at any time after the birth or adoption of the child.

Upon written notice, parental leave will be granted to an employee employed for at least twelve (12) consecutive months. If no notice is made and the employee commences leave, the employee will be deemed to have resigned and the Foundation will be under no obligation to provide future employment.

### **17.02.02.02 Duration**

Maternity leave shall normally be for a period of fifteen (15) weeks. Parental leave shall normally be for a total of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of up to fifty-two (52) weeks. If an employee is absent for more than the approved time, the employee shall be deemed to have terminated their employment with the Foundation.

### **17.02.02.03 Terms**

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

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

### **17.02.02.04 Returning to Work**

An employee returning from parental leave within the approved period of time shall be given the same position, if available, or a comparable position, at the employee's former rate of pay provided notice of return is given not less than two (2) weeks prior to the date of return.

## **17.02.03 Personal and Family Leave**

Employees may be eligible for up to five (5) unpaid days off annually to deal with personal and family emergent circumstances. Such leave shall be requested in writing with as much advance notice as possible and will not be unreasonably withheld. Employees may elect to have this time paid through the use of earned vacation entitlement, banked time, or the employee may make up the time by mutual agreement between the employee and the Foundation.

### **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**

- 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.
- Expenses may be submitted on behalf of eligible dependants as outlined by Appendix A of the collective agreement.
- 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.
- 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.
- 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 is 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, they shall be governed by the terms and conditions of this Agreement.

## **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 should they so request. 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 should they so request.

### **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**

\* 3-year contract expiring December 31, 2016

January 1, 2014	3.0 % with full retroactivity for any employee who was employed with active status on September 22, 2014.
January 1, 2015	2.75 %
January 1, 2016	2.25 %

**APPENDIX I**  
**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2014 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	24,630.99	26,019.55	27,109.04	28,753.96	29,992.98	31,338.82
			B	947.35	1,000.75	1,042.66	1,105.92	1,153.58	1,205.34
			H	14.03	14.83	15.45	16.38	17.09	17.86
		B	Y	27,377.28	28,904.41	30,126.11	31,958.68	33,319.21	34,818.56
			B	1,052.97	1,111.71	1,158.70	1,229.18	1,281.51	1,339.18
			H	14.04	14.82	15.45	16.39	17.09	17.86
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II	A	Y	25,664.07	27,051.31	28,225.13	29,879.17	31,213.04	32,733.68
			B	987.08	1,040.43	1,085.58	1,149.20	1,200.50	1,258.99
			H	14.62	15.41	16.08	17.03	17.79	18.65
		B	Y	28,507.10	30,049.95	31,355.44	33,206.86	34,678.50	36,363.76
			B	1,096.43	1,155.77	1,205.98	1,277.19	1,333.79	1,398.61
			H	14.62	15.41	16.08	17.03	17.78	18.65
115	Science Intern	A	Y	28,483.36	29,480.28	30,512.09	31,580.02	32,685.32	33,829.30
			B	1,095.51	1,133.86	1,173.54	1,214.62	1,257.13	1,301.13
			H	16.23	16.80	17.39	17.99	18.62	19.28
		B	Y	31,648.18	32,755.87	33,902.32	35,088.91	36,317.02	37,588.12
			B	1,217.24	1,259.84	1,303.94	1,349.57	1,396.81	1,445.70
			H	16.23	16.80	17.39	17.99	18.62	19.28

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, 2014 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator	A	Y	34,122.17	35,457.27	36,999.71	38,647.96	40,291.96	42,134.86
			B	1,312.39	1,363.74	1,423.07	1,486.46	1,549.69	1,620.57
			H	19.44	20.20	21.08	22.02	22.96	24.01
		B	Y	37,906.61	39,401.99	41,110.99	42,938.67	44,766.35	46,807.66
			B	1,457.95	1,515.46	1,581.19	1,651.49	1,721.78	1,800.29
			H	19.44	20.21	21.08	22.02	22.96	24.00
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services	A	Y	36,999.71	38,647.96	40,291.96	42,134.86	43,988.36	45,939.14
			B	1,423.07	1,486.46	1,549.69	1,620.57	1,691.86	1,766.89
			H	21.08	22.02	22.96	24.01	25.06	26.18
		B	Y	41,110.99	42,938.67	44,766.35	46,807.66	48,872.71	51,032.69
			B	1,581.19	1,651.49	1,721.78	1,800.29	1,879.72	1,962.80
			H	21.08	22.02	22.96	24.00	25.06	26.17
150	Administrative Assistant III Financial Assistant II Marketing & Communications Coordinator Marketing & Membership Coordinator	A	Y	42,134.86	43,988.36	45,939.14	48,406.19	50,462.82	52,821.98
			B	1,620.57	1,691.86	1,766.89	1,861.78	1,940.88	2,031.61
			H	24.01	25.06	26.18	27.58	28.75	30.10
		B	Y	46,805.29	48,872.71	51,032.69	53,786.09	56,064.75	58,699.47
			B	1,800.20	1,879.72	1,962.80	2,068.70	2,156.34	2,257.67
			H	24.00	25.06	26.17	27.58	28.75	30.10

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**APPENDIX I**  
**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2014 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator	A	Y	43,988.36	45,939.14	48,406.19	50,462.82	52,821.98	55,191.73
			B	1,691.86	1,766.89	1,861.78	1,940.88	2,031.61	2,122.76
			H	25.06	26.18	27.58	28.75	30.10	31.45
	Fund Development Officer Science Presentation Specialist	B	Y	48,878.90	51,051.89	53,788.25	56,068.55	58,697.60	61,326.65
			B	1,879.96	1,963.53	2,068.78	2,156.48	2,257.60	2,358.72
			H	25.07	26.18	27.58	28.75	30.10	31.45
180	Exhibit Maintenance Technician Building Maintenance Technician Advertising & Promotions Coordinator Computer Support Specialist	A	Y	45,939.14	48,406.20	50,462.82	52,821.97	55,191.73	57,550.88
			B	1,766.89	1,861.78	1,940.88	2,031.61	2,122.76	2,213.50
			H	26.18	27.58	28.75	30.10	31.45	32.79
		B	Y	51,032.69	53,786.09	56,064.75	58,699.47	61,334.18	63,945.15
			B	1,962.80	2,068.70	2,156.34	2,257.67	2,359.01	2,459.43
			H	26.17	27.58	28.75	30.10	31.45	32.79
182	Exhibit Maintenance Technician II Senior Accounting Technician Lead Exhibit Technician	A	Y	50,578.32	52,979.06	55,501.87	58,116.24	60,649.22	63,467.04
			B	1,945.32	2,037.66	2,134.69	2,235.24	2,332.66	2,441.04
			H	28.82	30.19	31.62	33.11	34.56	36.16
		B	Y	56,198.13	58,865.62	61,668.74	64,573.59	67,388.02	70,518.93
			B	2,161.47	2,264.06	2,371.87	2,483.60	2,591.85	2,712.27
			H	28.82	30.19	31.62	33.11	34.56	36.16

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**APPENDIX I**  
**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2014 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
185	Advertising & Promotions Manager New Media Specialist	A	Y	53,110.64	55,782.63	58,550.11	60,913.46	63,795.18	66,775.80
			B	2,042.72	2,145.49	2,251.93	2,342.83	2,453.66	2,568.30
			H	30.26	31.78	33.36	34.71	36.35	38.05
		B	Y	59,008.04	61,975.05	65,060.75	67,671.73	70,876.10	74,199.16
			B	2,269.54	2,383.66	2,502.34	2,602.76	2,726.00	2,853.81
			H	30.26	31.78	33.36	34.70	36.35	38.05
190	Assistant Director of Exhibits Marketing Associate Exhibit Fabricator	A	Y	55,191.73	57,550.88	60,540.55	63,413.88	66,086.18	69,374.22
			B	2,122.76	2,213.50	2,328.48	2,439.00	2,541.78	2,668.24
			H	31.45	32.79	34.50	36.13	37.66	39.53
		B	Y	61,334.18	63,945.15	67,268.21	70,448.85	73,439.61	77,071.24
			B	2,359.01	2,459.43	2,587.24	2,709.57	2,824.60	2,964.28
			H	31.45	32.79	34.50	36.13	37.66	39.52
200	Staff Scientist	A	Y	56,788.95	58,776.57	60,833.75	62,962.93	65,166.63	67,447.46
			B	2,184.19	2,260.64	2,339.76	2,421.65	2,506.41	2,594.13
			H	32.36	33.49	34.66	35.88	37.13	38.43
		B	Y	63,098.84	65,307.30	67,593.05	69,958.81	72,407.37	74,941.63
			B	2,426.88	2,511.82	2,599.73	2,690.72	2,784.90	2,882.37
			H	32.36	33.49	34.66	35.88	37.13	38.43

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**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2014 (bi-weekly)**

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F
PT100	Arrival Attendant	H	11.00	11.43	11.89	12.35	12.84	13.41
PT110	Customer Service Representative, Special Exhibit Attendant, Costume Character/Handler	H	12.78	13.46	14.06	14.92	15.59	16.46
PT120	Custodian	H	13.26	13.80	14.34	14.92	15.51	16.13
PT130	Sleepover Supervisor Café Supervisor	H	14.56	15.35	16.02	16.97	17.71	18.59
PT140	Science Presenter	H	15.15	15.75	16.35	17.44	18.06	18.99
PT150	Assistant House/Gift Shop Manager	H	15.59	16.15	16.76	17.55	18.25	19.13
PT170	Catering Server	H	17.37	17.98	18.61	19.26	19.94	20.63
PT180	Instructor - Summer Camp Sleepover Presenter	H	17.80	18.44	19.38	20.11	21.00	21.93
PT190	Catering - Sous Chef	H	17.87	18.50	19.45	20.21	21.08	22.02
PT200	Lead Custodial	H	17.98	18.61	19.26	19.94	20.64	21.36
PT210	House Manager Assistant Volunteer Coordinator Interpretive Program Assistant Building Maintenance Assistant Receptionist	H	19.38	20.11	21.00	21.93	22.86	23.92
PT230	Assistant Visitor Service Manager	H	21.00	21.30	22.19	23.22	24.24	25.31
PT235	Instructor - Science Education	H	22.96	23.76	24.59	25.45	26.34	27.27
PT240	Multi-Media Specialist	H	26.18	27.58	28.75	30.10	31.45	32.80

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**APPENDIX I**  
**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2015 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	25,308.34	26,735.09	27,854.54	29,544.69	30,817.79	32,200.64
			B	973.40	1,028.27	1,071.33	1,136.33	1,185.30	1,238.49
			H	14.42	15.23	15.87	16.83	17.56	18.35
		B	Y	28,130.16	29,699.28	30,954.58	32,837.54	34,235.48	35,776.07
			B	1,081.93	1,142.28	1,190.56	1,262.98	1,316.75	1,376.00
			H	14.43	15.23	15.87	16.84	17.56	18.35
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II	A	Y	26,369.83	27,795.22	29,001.32	30,700.85	32,071.40	33,633.85
			B	1,014.22	1,069.05	1,115.44	1,180.80	1,233.52	1,293.61
			H	15.03	15.84	16.52	17.49	18.27	19.16
		B	Y	29,291.05	30,876.32	32,217.71	34,120.04	35,632.15	37,363.76
			B	1,126.58	1,187.55	1,239.14	1,312.31	1,370.47	1,437.07
			H	15.02	15.83	16.52	17.50	18.27	19.16
115	Science Intern	A	Y	29,266.66	30,290.99	31,351.18	32,448.47	33,584.16	34,759.60
			B	1,125.64	1,165.04	1,205.81	1,248.02	1,291.70	1,336.91
			H	16.68	17.26	17.86	18.49	19.14	19.81
		B	Y	32,518.51	33,656.65	34,834.63	36,053.85	37,315.74	38,621.79
			B	1,250.71	1,294.49	1,339.79	1,386.69	1,435.22	1,485.45
			H	16.68	17.26	17.86	18.49	19.14	19.81

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**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2015 (bi-weekly)**

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator	A	Y	35,060.53	36,432.35	38,017.20	39,710.78	41,399.99	43,293.56
			B	1,348.48	1,401.24	1,462.20	1,527.34	1,592.31	1,665.14
			H	19.98	20.76	21.66	22.63	23.59	24.67
		B	Y	38,949.04	40,485.54	42,241.54	44,119.48	45,997.43	48,094.87
			B	1,498.04	1,557.14	1,624.67	1,696.90	1,769.13	1,849.80
			H	19.97	20.76	21.66	22.63	23.59	24.66
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services	A	Y	38,017.20	39,710.78	41,399.99	43,293.56	45,198.04	47,202.46
			B	1,462.20	1,527.34	1,592.31	1,665.14	1,738.39	1,815.48
			H	21.66	22.63	23.59	24.67	25.75	26.90
		B	Y	42,241.54	44,119.48	45,997.43	48,094.87	50,216.70	52,436.09
			B	1,624.67	1,696.90	1,769.13	1,849.80	1,931.41	2,016.77
			H	21.66	22.63	23.59	24.66	25.75	26.89
150	Administrative Assistant III Financial Assistant II Marketing & Membership Coordinator Marketing & Communications Coordinator	A	Y	43,293.56	45,198.04	47,202.46	49,737.36	51,850.55	54,274.59
			B	1,665.14	1,738.39	1,815.48	1,912.98	1,994.25	2,087.48
			H	24.67	25.75	26.90	28.34	29.54	30.93
		B	Y	48,092.43	50,216.70	52,436.09	55,265.20	57,606.54	60,313.70
			B	1,849.71	1,931.41	2,016.77	2,125.58	2,215.64	2,319.76
			H	24.66	25.75	26.89	28.34	29.54	30.93

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, 2015 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator	A	Y	45,198.04	47,202.46	49,737.36	51,850.55	54,274.59	56,709.50
			B	1,738.39	1,815.48	1,912.98	1,994.25	2,087.48	2,181.13
			H	25.75	26.90	28.34	29.54	30.93	32.31
	Fund Development Officer Science Presentation Specialist	B	Y	50,223.07	52,455.82	55,267.43	57,610.44	60,311.79	63,013.14
			B	1,931.66	2,017.53	2,125.67	2,215.79	2,319.68	2,423.58
			H	25.76	26.90	28.34	29.54	30.93	32.31
180	Exhibit Maintenance Technician Building Maintenance Technician Advertising & Promotions Coordinator Computer Support Specialist	A	Y	47,202.46	49,737.37	51,850.55	54,274.58	56,709.50	59,133.53
			B	1,815.48	1,912.98	1,994.25	2,087.48	2,181.13	2,274.37
			H	26.90	28.34	29.54	30.93	32.31	33.69
		B	Y	52,436.09	55,265.20	57,606.54	60,313.70	63,020.87	65,703.64
			B	2,016.77	2,125.58	2,215.64	2,319.76	2,423.88	2,527.06
			H	26.89	28.34	29.54	30.93	32.32	33.69
182	Exhibit Maintenance Technician II Senior Accounting Technician Lead Exhibit Technician	A	Y	51,969.22	54,435.98	57,028.17	59,714.43	62,317.07	65,212.38
			B	1,998.82	2,093.69	2,193.39	2,296.71	2,396.81	2,508.17
			H	29.61	31.02	32.49	34.03	35.51	37.16
		B	Y	57,743.58	60,484.42	63,364.63	66,349.37	69,241.19	72,458.20
			B	2,220.91	2,326.32	2,437.10	2,551.90	2,663.12	2,786.85
			H	29.61	31.02	32.49	34.03	35.51	37.16

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**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2015 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
185	New Media Specialist Advertising & Promotions Manager	A	Y	54,571.19	57,316.65	60,160.24	62,588.58	65,549.55	68,612.13
			B	2,098.89	2,204.49	2,313.86	2,407.25	2,521.14	2,638.93
			H	31.09	32.66	34.28	35.66	37.35	39.10
		B	Y	60,630.76	63,679.37	66,849.92	69,532.70	72,825.20	76,239.64
			B	2,331.95	2,449.21	2,571.15	2,674.33	2,800.97	2,932.29
			H	31.09	32.66	34.28	35.66	37.35	39.10
190	Assistant Director of Exhibits Marketing Associate Exhibit Fabricator	A	Y	56,709.50	59,133.53	62,205.42	65,157.76	67,903.55	71,282.01
			B	2,181.13	2,274.37	2,392.52	2,506.07	2,611.67	2,741.62
			H	32.31	33.69	35.44	37.13	38.69	40.62
		B	Y	63,020.87	65,703.64	69,118.09	72,386.20	75,459.20	79,190.69
			B	2,423.88	2,527.06	2,658.39	2,784.08	2,902.28	3,045.80
			H	32.32	33.69	35.45	37.12	38.70	40.61
200	Staff Scientist	A	Y	58,350.65	60,392.92	62,506.68	64,694.41	66,958.71	69,302.27
			B	2,244.26	2,322.80	2,404.10	2,488.25	2,575.34	2,665.47
			H	33.25	34.41	35.62	36.86	38.15	39.49
		B	Y	64,834.06	67,103.25	69,451.86	71,882.68	74,398.57	77,002.52
			B	2,493.62	2,580.89	2,671.23	2,764.72	2,861.48	2,961.64
			H	33.25	34.41	35.62	36.86	38.15	39.49

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**APPENDIX I**  
**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2015 (bi-weekly)**

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F
PT100	Arrival Attendant	H	11.31	11.74	12.22	12.69	13.20	13.78
PT110	Customer Service Representative, Special Exhibit Attendant, Costume Character/Handler	H	13.13	13.83	14.45	15.33	16.02	16.91
PT120	Custodian	H	13.62	14.18	14.73	15.33	15.93	16.57
PT130	Sleepover Supervisor Café Supervisor	H	14.96	15.77	16.46	17.43	18.20	19.10
PT140	Science Presenter	H	15.57	16.18	16.80	17.92	18.56	19.51
PT150	Assistant House/Gift Shop Manager	H	16.02	16.60	17.22	18.04	18.75	19.66
PT170	Catering Server	H	17.85	18.47	19.12	19.79	20.49	21.20
PT180	Instructor - Summer Camp Sleepover Presenter	H	18.29	18.95	19.91	20.66	21.57	22.54
PT190	Catering - Sous Chef	H	18.36	19.01	19.99	20.76	21.66	22.63
PT200	Lead Custodial	H	18.47	19.12	19.79	20.49	21.21	21.95
PT210	House Manager Assistant Volunteer Coordinator Building Maintenance Assistant Receptionist	H	19.91	20.66	21.57	22.54	23.49	24.58
PT230	Assistant Visitor Service Manager	H	21.57	21.88	22.80	23.86	24.90	26.01
PT235	Instructor - Science Education	H	23.59	24.41	25.26	26.15	27.07	28.02
PT240	Multi-Media Specialist	H	26.90	28.34	29.54	30.93	32.32	33.70

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**APPENDIX I**  
**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2016 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
100	Custodian	A	Y	25,877.78	27,336.63	28,481.27	30,209.45	31,511.19	32,925.15
			B	995.30	1,051.41	1,095.43	1,161.90	1,211.97	1,266.35
			H	14.75	15.58	16.23	17.21	17.96	18.76
		B	Y	28,763.09	30,367.51	31,651.06	33,576.38	35,005.78	36,581.04
			B	1,106.27	1,167.98	1,217.35	1,291.40	1,346.38	1,406.96
			H	14.75	15.57	16.23	17.22	17.95	18.76
110	Customer Service Rep./Bookings Coordinator Café Supervisor Custodian II	A	Y	26,963.15	28,420.61	29,653.85	31,391.62	32,793.01	34,390.62
			B	1,037.04	1,093.10	1,140.53	1,207.37	1,261.27	1,322.72
			H	15.36	16.19	16.90	17.89	18.69	19.60
		B	Y	29,950.09	31,571.04	32,942.61	34,887.74	36,433.88	38,204.45
			B	1,151.93	1,214.27	1,267.02	1,341.84	1,401.30	1,469.40
			H	15.36	16.19	16.89	17.89	18.68	19.59
115	Science Intern	A	Y	29,925.16	30,972.54	32,056.58	33,178.56	34,339.80	35,541.70
			B	1,150.97	1,191.25	1,232.95	1,276.10	1,320.76	1,366.99
			H	17.05	17.65	18.27	18.91	19.57	20.25
		B	Y	33,250.17	34,413.93	35,618.41	36,865.06	38,155.34	39,490.78
			B	1,278.85	1,323.61	1,369.94	1,417.89	1,467.51	1,518.88
			H	17.05	17.65	18.27	18.91	19.57	20.25

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**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2016 (bi-weekly)**

Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F	
130	Administrative Support I Receptionist Building Maintenance Assistant Assistant Manager, Food Services Bookings and Rentals Facilitator	A	Y	35,849.39	37,252.08	38,872.59	40,604.27	42,331.49	44,267.67
			B	1,378.82	1,432.77	1,495.10	1,561.70	1,628.13	1,702.60
			H	20.43	21.23	22.15	23.14	24.12	25.22
		B	Y	39,825.40	41,396.47	43,191.98	45,112.17	47,032.37	49,177.01
			B	1,531.75	1,592.17	1,661.23	1,735.08	1,808.94	1,891.42
			H	20.42	21.23	22.15	23.13	24.12	25.22
140	Administrative Assistant II Receptionist/Secretary Financial Assistant I Assistant Manager, Visitor Services	A	Y	38,872.59	40,604.27	42,331.49	44,267.67	46,214.99	48,264.52
			B	1,495.10	1,561.70	1,628.13	1,702.60	1,777.50	1,856.33
			H	22.15	23.14	24.12	25.22	26.33	27.50
		B	Y	43,191.98	45,112.17	47,032.37	49,177.01	51,346.58	53,615.91
			B	1,661.23	1,735.08	1,808.94	1,891.42	1,974.87	2,062.15
			H	22.15	23.13	24.12	25.22	26.33	27.50
150	Administrative Assistant III Financial Assistant II Marketing & Communications Coordinator Membership & Group Sales Coordinator Marketing & Membership Coordinator	A	Y	44,267.67	46,214.99	48,264.52	50,856.45	53,017.18	55,495.77
			B	1,702.60	1,777.50	1,856.33	1,956.02	2,039.12	2,134.45
			H	25.22	26.33	27.50	28.98	30.21	31.62
		B	Y	49,174.51	51,346.58	53,615.91	56,508.67	58,902.68	61,670.76
			B	1,891.33	1,974.87	2,062.15	2,173.41	2,265.49	2,371.95
			H	25.22	26.33	27.50	28.98	30.21	31.63

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**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
**Effective January 1, 2016 (bi-weekly)**

Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
160	Volunteer Services Coordinator Visitor Services Manager Program Specialist - Education/Public Outreach Coordinator	A	Y	46,214.99	48,264.52	50,856.45	53,017.18	55,495.77	57,985.46
			B	1,777.50	1,856.33	1,956.02	2,039.12	2,134.45	2,230.21
			H	26.33	27.50	28.98	30.21	31.62	33.04
	Fund Development Officer Science Presentation Specialist	B	Y	51,353.09	53,636.07	56,510.95	58,906.67	61,668.80	64,430.93
			B	1,975.12	2,062.93	2,173.50	2,265.64	2,371.88	2,478.11
			H	26.33	27.51	28.98	30.21	31.63	33.04
180	Exhibit Maintenance Technician Building Maintenance Technician Advertising & Promotions Coordinator Computer Support Specialist	A	Y	48,264.52	50,856.46	53,017.18	55,495.75	57,985.46	60,464.03
			B	1,856.33	1,956.02	2,039.12	2,134.45	2,230.21	2,325.54
			H	27.50	28.98	30.21	31.62	33.04	34.45
		B	Y	53,615.91	56,508.67	58,902.68	61,670.76	64,438.84	67,181.98
			B	2,062.15	2,173.41	2,265.49	2,371.95	2,478.42	2,583.92
			H	27.50	28.98	30.21	31.63	33.05	34.45
182	Exhibit Maintenance Technician II Senior Accounting Technician Lead Exhibit Technician	A	Y	53,138.53	55,660.79	58,311.30	61,058.01	63,719.21	66,679.66
			B	2,043.79	2,140.80	2,242.74	2,348.38	2,450.74	2,564.60
			H	30.28	31.72	33.23	34.79	36.31	37.99
		B	Y	59,042.81	61,845.32	64,790.34	67,842.23	70,799.12	74,088.51
			B	2,270.88	2,378.67	2,491.94	2,609.32	2,723.04	2,849.56
			H	30.28	31.72	33.23	34.79	36.31	37.99

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**SCHEDULE OF WAGES – FULL-TIME/PART-TIME EMPLOYEES**  
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Code	Position	Hours		Step A	Step B	Step C	Step D	Step E	Step F
185	Advertising & Promotions Manager New Media Specialist	A	Y	55,799.04	58,606.27	61,513.85	63,996.82	67,024.41	70,155.90
			B	2,146.12	2,254.09	2,365.92	2,461.42	2,577.86	2,698.30
			H	31.79	33.39	35.05	36.47	38.19	39.97
		B	Y	61,994.95	65,112.15	68,354.04	71,097.18	74,463.76	77,955.03
			B	2,384.42	2,504.31	2,629.00	2,734.51	2,863.99	2,998.27
			H	31.79	33.39	35.05	36.46	38.19	39.98
190	Assistant Director of Exhibits Marketing Associate Exhibit Fabricator	A	Y	57,985.46	60,464.03	63,605.04	66,623.81	69,431.38	72,885.85
			B	2,230.21	2,325.54	2,446.35	2,562.45	2,670.44	2,803.30
			H	33.04	34.45	36.24	37.96	39.56	41.53
		B	Y	64,438.84	67,181.98	70,673.24	74,014.89	77,157.03	80,972.49
			B	2,478.42	2,583.92	2,718.20	2,846.73	2,967.58	3,114.33
			H	33.05	34.45	36.24	37.96	39.57	41.52
200	Staff Scientist	A	Y	59,663.54	61,751.76	63,913.08	66,150.03	68,465.28	70,861.57
			B	2,294.75	2,375.07	2,458.20	2,544.23	2,633.28	2,725.44
			H	34.00	35.19	36.42	37.69	39.01	40.38
		B	Y	66,292.82	68,613.07	71,014.53	73,500.04	76,072.54	78,735.08
			B	2,549.72	2,638.96	2,731.33	2,826.92	2,925.87	3,028.27
			H	34.00	35.19	36.42	37.69	39.01	40.38

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Code	Position	Hours	Step A	Step B	Step C	Step D	Step E	Step F
PT100	Arrival Attendant	H	11.56	12.01	12.49	12.98	13.49	14.09
PT110	Customer Service Representative, Special Exhibit Attendant, Costume Character/Handler	H	13.43	14.14	14.77	15.68	16.38	17.29
PT120	Custodian	H	13.93	14.50	15.06	15.68	16.29	16.94
PT130	Sleepover Supervisor Café Supervisor	H	15.30	16.13	16.83	17.83	18.61	19.53
PT140	Science Presenter	H	15.92	16.55	17.17	18.33	18.98	19.95
PT150	Assistant House/Gift Shop Manager	H	16.38	16.97	17.61	18.44	19.17	20.10
PT170	Catering Server	H	18.25	18.89	19.55	20.23	20.95	21.68
PT180	Instructor - Summer Camp Sleepover Presenter	H	18.70	19.37	20.36	21.13	22.06	23.04
PT190	Catering - Sous Chef	H	18.77	19.44	20.44	21.23	22.15	23.13
PT200	Lead Custodial	H	18.89	19.55	20.23	20.95	21.69	22.44
PT210	House Manager Assistant Volunteer Coordinator Building Maintenance Assistant Receptionist	H	20.36	21.13	22.06	23.04	24.02	25.13
PT230	Assistant Visitor Service Manager	H	22.06	22.37	23.32	24.40	25.47	26.60
PT235	Instructor - Science Education	H	24.12	24.96	25.83	26.74	27.67	28.65
PT240	Multi-Media Specialist	H	27.50	28.98	30.21	31.62	33.05	34.46

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## 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.

#### **Coordination of Benefits**

If an employee or any of their dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

#### **Benefits After Insurance Ends**

If a person's coverage ends while such person is totally disabled, charges related to that total disability will be considered as eligible expenses for a further period of up to 90 days, but only if this provision continues in effect.

#### **Benefits After Provision Termination**

If this provision terminates while a person is in receipt of benefits under type 3 item 6, then such person will continue to be entitled to those benefits as if this provision had not terminated.

#### **Limitations**

Payment is not made for:

1. services or supplies payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of the charges for services or supplies over the customary and reasonable charges, in the locality where they are provided.

#### **Exclusions**

A benefit is not paid for

1. charges incurred for an illness due to or resulting from:
  - A. the hostile action of any armed forces, insurrection or participation in a riot or civil commotion,
  - B. any cause for which indemnity or compensation is provided under any Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation,
  - C. bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the employer, or
  - D. commission or attempted commission of a criminal offence by the insured person.

2. charges for equipment deemed by the health plan provider not to be eligible expenses including but not limited to orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, equipment for the treatment of seasonal affective disorder.

### **Making a Claim**

If you or any of your dependents incur eligible expenses, while insured, a claim must be received by the health plan provider not later than 90 days after the earliest of the following dates:

1. the end of the benefit year during which the expenses were incurred,
2. the termination of your insurance, and
3. the termination of this provision.

## **MEDICARE SUPPLEMENT INSURANCE**

If, while insured, you or your dependents incur any of the eligible expenses for services or supplies which are medically necessary and customarily provided in the treatment of an illness, the health plan provider will pay a benefit, subject to limitations and exclusions. After the application of the deductible, if any, for each benefit year, the amount payable is determined by using the insured percentages shown for the types of expenses. A benefit is not payable for an eligible expense used to satisfy the deductible, nor if the maximum benefit has been paid.

The benefit year, the deductible, the insured percentages and the maximum benefit can be determined from the benefit details.

Benefit Year – October 1 to September 30

Deductible - Nil

Maximum Benefit - Unlimited

This benefit ends on the last day of the month in which you either retire or attain age 65, whichever is earlier.

**Note:** If you reside in Alberta, in no event will this benefit continue beyond the last day of the month in which you or, if earlier, your spouse attains age 65.

## **EMERGENCY TRAVEL ASSISTANCE BENEFIT**

This benefit applies only while you or your dependents are insured for the Medicare Supplement Insurance.

**Note:** Not available to any employee or dependant not entitled to benefits under any Provincial Medicare Plan or Federal Government Plan which provides similar benefits.

## **Eligible Expenses**

### **Type 1 - In-Province Hospital**

Charges in your or your dependents province of residence for

1. room and board in a hospital, up to the daily limit shown in the benefit details.
2. out-patient services in a hospital.
3. room and board in a convalescent hospital, when ordered by a doctor, provided:
  - A. it follows at least 5 consecutive days of hospital confinement,
  - B. it commences within 14 days after termination of such hospital confinement, and
  - C. it is for rehabilitation and not primarily for custodial care.

The maximum amount payable is \$20 per day for up to 180 days of confinement for all periods of treatment of an illness due to the same or related causes.

**Coverage:** 80% without a deductible.

**Daily Limit:** Semi-private rate.

### **Type 2 - Prescription Drugs**

Charges for

1. drugs, serums and vaccines which by law are available only with a prescription written by a doctor or dentist and dispensed by a licensed pharmacist.
2. contraceptives prescribed in writing by a doctor.
3. insulin, including needles, syringes and reagent strips.
4. colostomy supplies.
5. drugs for the treatment of infertility, which by law are available only with a prescription written by a doctor and dispensed by a licensed pharmacist. The maximum amount payable for each person during their lifetime is \$15,000.

Payment is not made for

1. drugs and medicines not requiring a prescription, including cough medicines, baby foods and formula, minerals, proteins, vitamins and collagen treatments.
2. any charge for the administration of serums, vaccines and injectable drugs.
3. drugs, serums and vaccines dispensed by a doctor or dentist.
4. anti-obesity treatments, including drugs, proteins and dietary or food supplements, and hair growth stimulants, whether or not prescribed for medical reasons.
5. any nicotine resin containing products or any other smoking cessation products, whether or not a prescription is required for their sale.

The payment for a single purchase of a type 2 eligible expense is limited to the cost of a supply which could reasonably be consumed or used within a 3 month period following such payment.

**Coverage:** Prescription Drugs - 80%.

### **Type 3 - Extended Health Care**

Emergency means an acute unexpected condition, illness, disease or injury that requires immediate assistance.

Extended health care, other than wigs and the services of a licensed optometrist, an ophthalmologist or a dentist, must be ordered by a doctor.

Charges for

1. use of a licensed ambulance for local transportation of the person to and, if medically necessary, from the nearest hospital qualified to render the necessary medical services.
2. use of a licensed air ambulance for transportation of the person to the nearest hospital qualified to render necessary emergency medical services.
3. the following services outside the person's province of residence for emergencies or referrals
  - A. room and board in a hospital, up to the hospital's semi-private rate.
  - B. other hospital services provided out of Canada.
  - C. out-patient services in a Hospital.
  - D. services of a doctor.

A referral must be for treatment of an illness and made in writing by a doctor located in the person's province of residence. Services rendered in such cases:

- A. must be rendered in Canada if such services (irrespective of any waiting list(s) are available in Canada, or may be rendered out of Canada if such services are not available in Canada, and
- B. must be services for which the Provincial Medicare Plan of the person's province of residence agrees, in writing, to pay benefits to such person as a result of the referral.

Eligible expenses must be incurred within 60 (sixty) days of the date the person leaves their province of residence. If hospital admittance takes place within such period, in -patient services are covered until the date of discharge.

4. services, while not confined in a hospital, of a private duty nurse nor normally resident in the person's home. The maximum amount payable per person is shown in the benefit details. (A private duty nurse is a registered nurse, or nursing assistant, licensed, registered or certified through the respective provincial licensing body or professional organization as the case may be.)
5. laboratory tests done in a commercial laboratory for diagnosis of an illness (but excluding any tests performed in a doctor's office or a pharmacy).
6. services of a dentist, including charges for braces or splints, for the repair or alleviation of damage to natural teeth resulting from an accidental blow to the mouth which occurs while the person is insured under this provision and provided the services are received within six months after the date of the accident. In no



event will payment exceed the amount for the procedure in the Provincial Dental Association Fee Guide for a general practitioner which is current in the employee's province of residence on the date the treatment is received.

7. services of an ophthalmologist or a licensed optometrist. The maximum amount payable in any two consecutive benefit years is \$50 for each person.
8. wigs following chemotherapy. The maximum amount payable per lifetime is \$250 for each person.
9. equipment rented (or purchased at the health plan provider's option) for temporary therapeutic use.
10. casts, splints, trusses, braces or crutches.
11. mammary prostheses required as a result of surgery. The maximum amount payable in any benefit year is \$200 for each person.
12. artificial limbs and eyes, including replacements when medically necessary, but excluding myoelectric appliances.
13. stump socks. Limited to 5 pairs per Benefit Year for each person.
14. elastic support stockings including pressure gradient hose. Limited to 2 pairs per Benefit Year for each person.
15. custom made orthotic inserts for shoes, prescribed in writing by a Doctor, podiatrist or chiroprapist. The maximum amount payable per 3 calendar years is \$400.00 for each person.
16. custom made and/or modification costs, for orthopaedic shoes prescribed in writing by a Doctor, podiatrist or chiroprapist. The maximum amount payable in any Benefit Year is \$500.00 for each person.
17. hearing aids prescribed in writing by an otolaryngologist. The maximum amount payable in any 5 consecutive Benefit Years is \$500.00 for each person.
18. treatment of an illness by the use of radiotherapy or coagulotherapy.
19. oxygen, plasma and blood transfusions.
20. glucometers prescribed in writing by a diabetologist or a specialist in internal medicine. The maximum amount payable for each person during their lifetime is \$700.00.

**Coverage:** Extended Health Care - 80%.  
Services of a Private Duty Nurse - \$25,000 during any 3 consecutive benefit years.

#### **Type 4 - Extra Care**

Charges for

1. the following paramedical services
  - A. services of a licensed qualified speech therapist when ordered by a doctor. The maximum amount payable for each person in any benefit year is shown in the benefit details.
  - B. services of a licensed psychologist when ordered by a doctor. The maximum amount payable for each person in any benefit year is shown in the benefit details.
  - C. services of practitioners licensed as osteopaths, chiropractors, chiroprapists,

naturopaths, podiatrists, masseurs or acupuncturists, including a maximum of one x-ray examination per benefit year ordered by each licensed practitioner. All practitioners must be licensed, registered or certified through the respective provincial licensing body or professional organization as the case may be. Services of masseurs and acupuncturists must be ordered by a doctor. The maximum amount payable per discipline for each person in any benefit year is shown in the benefit details.

- D. services of a licensed physiotherapist if not eligible under Provincial Healthcare coverage when ordered by a doctor. The maximum amount payable for each person in any benefit year is shown in the benefit details.

**Coverage:** Extra Care - 80%.  
Paramedical Services - \$500.00.

## 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.

#### **Dental Insurance**

Benefit year – October 1 to September 30.

Members and their eligible dependents shall be eligible for reimbursement in respect of the covered benefits and services rendered in accordance with the following:

#### **Insured Percentages and Other Details**

Type I – Basic Dental Procedures - 100%.

Type II – Supplementary Dental Procedures - 100%.

Type III & IV - Major Dental Procedures - 50%.

Type V - Orthodontic Procedures - 50%.

Applicable to a child under age 19 when treatment is received.

**Suggested Fee Guide:** The fee guide for general practitioners approved by the Dental Association for your province of residence and which is current on the date the eligible expenses are incurred for the Province of Alberta, this is represented by the 1997 ADA Dental fee guide plus annual inflationary increases thereafter.

**Deductible:** Nil

**Pre-Determination Limit:** \$500

#### **Maximum Benefit**

Unlimited for types I and II procedures.

\$1,500 per benefit year for type III & IV procedures.

If you or any of your dependents' insurance commences in the second half of a benefit year, such maximum benefit in that benefit year, for you or for such dependant, will be reduced by 50%.

\$1,500 lifetime for type V procedures.

This benefit ends on the last day of the month in which you either retire or attain age 65, whichever is earlier.

**Note:** If you reside in Alberta, in no event will this benefit continue beyond the last day of the month in which you or, if earlier, your spouse attains age 65.

## **DENTAL INSURANCE**

If while insured, you or your dependents incur eligible expenses, the health plan provider will pay a benefit, subject to limitations and exclusions. Eligible expenses are charges listed below, up to the usual, customary or reasonable charge for the least expensive alternate service or supply consistent with adequate dental services when such alternate service or supply is customarily provided, but in no event more than the amount in the Suggest Fee Guide for those procedures. A benefit is not payable for an eligible expense used to satisfy the deductible not after the maximum benefit has been paid.

The benefit year and the Suggested Fee Guide, the insured percentages and the maximum benefit can be determined from the benefit details.

### **Eligible Expenses**

#### **Type A - Preventive Dental Procedures**

1. ORAL EXAMINATIONS
  - A. Complete, recall or specific examinations - Any examination must be separated from any other examination by an interval of at least 6 months.
    - (a) Complete oral examination - Includes complete examination and charting of the hard and soft structures, periodontal charting, pulp vitality tests, recording history, treatment planning, case presentation, and consultation with the patient. Must be separated by an interval of at least 36 months.
    - (b) Recall and specific examination - Includes complete examination of the hard and soft structures, checking occlusion, pulp vitality tests and consultation with the patient.
  - B. Emergency examination - Examination for evaluating acute pain and/or infection. Includes pulp vitality tests.
  - C. Specialty examination - General/complete and specific/limited examinations for periodontics, oral surgery, prosthodontics and endodontics. Must be separated from any other examination in the same category by an interval of at least 36 months.
2. X-RAYS - Includes radiographic examination and interpretation.
  - A. Complete x-ray series or panorex x-rays - A complete x-ray series includes bitewing x-rays and 10-14 periapical x-rays. Must be separated by an interval of at least 36 months.
  - B. Periapical x-rays - If x-rays are included as a part of a procedure (e.g. endodontics), additional periapical x-rays are not covered. Limited to 4 in any 60 day period.

- C. Occlusal x-rays - Limited to 2 films in any 12 month period.
- D. Bitewing x-rays - Limited to 1 set in any 18 month period. Maximum 4 films per set.
- E. Extra oral x-rays - Limited to 2 films in any 12 month period.
- 3. TESTS AND LAB EXAMINATIONS
  - A. Microbiological culture
  - B. Histological examination
  - C. Cytological examination
- 4. POLISHING - Includes polishing of all teeth in the mouth. Limited to 1 time unit per visit in any 9 month period. If this is performed on the upper or lower dentition only, the allowance will be prorated.
- 5. SCALING - Includes root planing and desensitising. Limited to 6 time units in any 12 month period.
- 6. TOPICAL FLUORIDE TREATMENT - Topical application of fluoride gel or liquid. For children under age 19. Must be separated by an interval of at least 6 months.
- 7. PREVENTIVE RECALL PACKAGES - Time limitations applicable to components of a package are also applicable in a package.
  - A. Recall package I - Includes scaling and polishing of all teeth and recall examination.
  - B. Recall package II - For children under age 19. Includes scaling and polishing of all teeth, recall examination and topical fluoride treatment.
- 8. DISKING TEETH - For children under age 19.
- 9. SPACE MAINTAINERS - Includes the design, separation, fabrication, insertion, cementation, removal and 6 month follow-up care. Limited to 1 appliance per quadrant unless there is a loss of another tooth in the quadrant which requires a space maintainer.
- 10. SPACE MAINTAINERS MAINTENANCE - Includes adjustments and recementation, addition of clasps and/or activating wires, repairs and recementation and 6 month follow-up care.

**Type B - Basic Dental Procedures**

- 1. AMALGAM FILLING - includes pulp cap, sedative base, local anaesthesia, occlusal adjustment, removal of decay and/or existing restoration, placement of filling and finishing the restoration. Multiple restorations on 1 surface will be considered a single filling.
- 2. RETENTIVE PINS - Limited to 3 pins per tooth.
- 3. METAL OR PLASTIC RESTORATIONS - PREFABRICATED - Includes pulp cap, sedative base, local anaesthesia, occlusal adjustment removal of decay and/or existing restoration, and cementation of crown. Replacements must be separated by an interval of at least 36 months.
- 4. ACRYLIC OR COMPOSITE FILLING - Includes pulp cap, sedative base, local anaesthesia, occlusal adjustment, removal of decay and/or existing restoration, placement of filling and finishing the restoration. Multiple restorations on 1 surface will be considered a single filling. Limited to anterior teeth. Mesial-

lingual, distal-lingual, mesial-buccal, and distal-buccal restorations on anterior teeth will be considered single surface restorations.

5. PIT AND FISSURE SEALANTS ON PERMANENT MOLAR TEETH - Limited to 1 time per tooth. For children under age 19.
6. CARIES, TRAUMA AND PAIN CONTROL - Includes local anaesthesia, removal of decay and/or removal of existing restoration, occlusal adjustment, pulp cap, and placement of a sedative dressing. Will be paid separately only when no other service, other than x-rays, is performed during the visit.
7. VITAL PULPOTOMY - Includes treatment plan, local anaesthesia, clinical procedure with appropriate x-rays, and follow-up care.
8. ROOT CANAL THERAPY - Includes treatment plan, pulp vitality test, opening and drainage, local anaesthesia, tooth isolation, clinical procedure with appropriate x-rays, relieving occlusion, smoothing tooth, and follow-up care. If root canal therapy is performed on the same tooth by the same dentist within 3 months of opening and drainage, pulpotomy or pulpectomy, the amount payable is reduced by the amount previously paid for such opening and drainage, pulpotomy or pulpectomy. Limited to 1 root canal treatment per tooth in any 5 year period.
9. APEXIFICATION - Includes treatment plan, local anaesthesia, tooth isolation, clinical procedure with appropriate x-rays, placement of dentogenic media, and follow-up care. Limited to permanent teeth.
10. APICOECTOMY - Includes treatment plan, local anaesthesia, clinical procedure with appropriate x-rays, root resection, apical curettage, and follow-up care.
11. RETROFILLING - Includes apicoectomy, curettage and root-end filling.
12. ROOT AMPUTATION - Includes recontouring tooth and furca.
13. HEMISECTION
14. ORAL SURGERY - Includes local anaesthesia, removal of excess gingival tissue, surgical service, control of haemorrhage, suturing, and post-operative treatment and evaluation. A surgical site will be considered a sextant unless specified as a quadrant.
  - A. Extraction of erupted tooth - Uncomplicated - Limited if additional teeth extracted in the same quadrant.
  - B. Extraction of erupted tooth - Complicated - Limited if additional teeth extracted in the same quadrant. Surgery requires surgical flap and/or sectioning of the tooth.
  - C. Extraction of impacted tooth - Soft tissue impaction - Limited if additional teeth extracted in the same quadrant. Surgery requires removal of overlying soft tissue and extraction of impacted tooth.
  - D. Extraction of impacted tooth - Partial bone impaction - Limited if additional teeth extracted in the same quadrant. Surgery requires removal of overlying soft tissue, evaluation of flap, and either removal of bone and tooth or sectioning and removal of tooth.
  - E. Extraction of impacted tooth - Complete bone impaction - Limited if additional teeth extracted in the same quadrant. Surgery requires removal of overlying soft tissue, evaluation of flap, and removal of bone and sectioning and removal of tooth.

- F. Extraction of residual root - Limited if additional teeth extracted in the same quadrant.
  - G. Surgical exposure of impacted tooth - Limited if additional teeth exposed in the same quadrant.
  - H. Alveoloplasty - Includes remodelling, excision, removal and reduction of bone.
  - I. Stomatoplasty, remodelling mouth floor, vestibuloplasty, ridge reconstruction, and mucus fold extension.
  - J. Surgical excision of tumours.
  - K. Surgical excision of cysts.
  - L. Surgical incision and drainage.
  - M. Surgical removal of foreign body.
  - N. Repairs of lacerations.
  - O. Frenectomy.
  - P. Salivary gland treatment.
  - Q. Antral surgery.
15. ADJUNCTIVE SERVICES - For complicated oral surgical procedures.
- A. General anaesthesia - Includes pre-anaesthetic evaluation and post-anaesthetic follow-up.
    - (a) General anaesthesia.
    - (b) Provision of dental and anaesthetic facilities, equipment and supplies.
    - (c) Neuroleptanalgesia.
  - B. Conscious sedation
    - (a) Inhalation technique.
    - (b) Intravenous sedation.
    - (c) Intramuscular injections of sedative drugs.
    - (d) Combined techniques of inhalation plus intravenous and/or intramuscular injections.
  - C. Therapeutic injections - Administration of intramuscular drug injections.

### **Type C - Major Dental Procedures**

1. DEFINITIVE PERIODONTAL SURGERY - Includes local anaesthesia, management of infection, surgical procedure, surgical dressing (packing), sutures, and post surgical care. a surgical site is considered a sextant. The allowance for fewer teeth may be prorated.
  - A. Gingival curettage - Definitive surgical procedure performed by the dentist under local anaesthesia. Limited to 1 per site in any 12 month period.
  - B. Gingivoplasty - Limited to 1 per site in any 12 month period.
  - C. Gingivectomy - Limited to 1 per site in any 12 month period.
  - D. Flap approach - Limited to 1 per site in any 12 month period.
  - E. Grafts - Pedicle, free soft tissue, lateral sliding and rotated - Includes local anaesthesia, management of infection, surgical procedure, surgical dressing (packing), sutures, and post surgical care. Limited to 1 per site in any 12 month period.
2. ADDITIONAL PERIODONTAL SURGERY

- A. Distal wedge procedure - Includes local anaesthesia, management of infection, surgical procedure, surgical dressing (packing), sutures, and post surgical care. A surgical site is considered a sextant. Limited to 1 per site in any 12 month period.
  - B. Treatment of periodontal abscess or pericoronitis - Includes lancing, scaling, curettage, medication, and/or surgery. Limited to 1 time unit per treatment and 2 treatments in any 12 month period.
3. ADJUNCTIVE PERIODONTAL SERVICES
- A. Provisional splinting - Includes tooth preparation, acid etch, wire, wire placement, acrylic or composite filling, occlusal adjustment, and 3 month follow-up care. Limited to 1 time unit per joint. Replacements must be separated by an interval of at least 24 months.
  - B. Occlusal adjustment - When performed with periodontal surgery. Limited to 1 time unit per office visit and to 2 times in any 12 month period.
  - C. Periodontal appliance - Includes impression, insertion and adjustments within 6 months of insertion. Replacements must be separated by an interval of at least 12 months.
  - D. Periodontal appliance adjustment or reline - Limited to 1 time unit in any 12 month period.
4. INLAYS, ONLAYS AND GOLD FOIL RESTORATIONS - Limited to only when the teeth cannot be restored by an amalgam or composite filling. Replacements must be separated by an interval of at least 5 years.
- A. Gold foil - Includes treatment planning, local anaesthesia, removal of decay and/or old restoration, tooth preparation, pulp protection, insertion, occlusal adjustments, and gold material.
  - B. Inlays, onlays - Includes treatment planning, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay and/or old restoration, tooth preparation, pulp protection, impressions, temporary services, insertion, occlusal adjustments, and cementation. Porcelain inlays limited to only when x-rays indicate a crown will be required. Onlays limited to teeth with extensive incisal or cusp damage.
5. CROWNS - Includes treatment planning, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay and/or old restoration, tooth preparation, pulp protection, impressions, temporary services, splinting and intraoral indexing for soldering purposes when necessary, insertion, occlusal adjustments, and cementation. Does not include porcelain or porcelain fused to metal for molar teeth. Limited to only when the teeth have extensive incisal or cusp damage and cannot be restored by an amalgam or composite filling. Porcelain replacements must be separated by an interval of at least 5 years, or 10 years if porcelain fused to metal or full metal.
6. CROWN FOR PARTIAL DENTURE - Limited to when the related crown would be covered.
7. PROSTHODONTIC SERVICES
- A. DENTURES - Construction and insertion of dentures. Limited until after



the person has been insured continuously under this benefit for a period of 12 consecutive months, unless a tooth is extracted.

- (a) Full Dentures - Replacements must be separated by an interval of at least 5 years.
    - (i) Standard denture - Includes treatment plan, initial and final impressions, jaw relations records, try-in insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.
    - (ii) Standard immediate denture - Includes treatment plan, impressions, jaw relations records, tissue conditioner, insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion.
  - (b) Partial Dentures - Includes treatment plan, mouth preparation, initial and final impressions, jaw relations records, connectors, rests, clasps, and bases, framework try-in, try-in evaluation, insertion, occlusal equilibration, and follow-up care and adjustments for 6 months following insertion. Replacements must be separated by an interval of at least 5 years.
- B. BRIDGES - Construction and insertion of bridges. For initial bridges, limited to teeth extracted while insured under this benefit. For replacement bridges: (1) if teeth are extracted in the period until the person has been insured under this benefit for 12 consecutive months, limited to teeth extracted while insured under this benefit; (2) if teeth are not extracted, only after the person has been insured under this benefit for a period of 12 months, and replacements must be separated by an interval of at least 10 years.
- (a) Fixed bridges - Includes treatment planning, occlusal records, local anaesthesia, subgingival preparation of the tooth and supporting structures, removal of decay and/or old restoration, tooth preparation, pulp protection, impressions, temporary services, splinting and intraoral indexing for soldering purposes, insertion, occlusal adjustments and cementation. Does not include porcelain or porcelain fused to metal abutments or pontics for molar teeth.
  - (b) Recement fixed bridge.
  - (c) Repair fixed bridge.
8. DENTURE ADJUSTMENTS - Includes 6 month follow-up care.
9. DENTURE REPAIRS - Includes 6 month follow-up care.
10. DENTURE RELINE AND DENTURE REBASE - Limited to 1 reline or rebase in any 12 month period per denture. Includes 6 month follow-up care.
11. TISSUE CONDITIONING
12. MISCELLANEOUS
- A. Diagnostic casts - Unmounted - For prosthetic dentistry. Must be separated by an interval of at least 36 months.
- B. Laminates or veneers - For teeth which have extensive incisal or cusp damage and cannot be restored by a composite filling. Replacement applications must be

- separated by an interval of at least 36 months.
- C. Retentive pins with inlays, onlays or crowns - For retention and preservation of the tooth. Limited to 3 pins per tooth.
  - D. Retentive pins with fixed bridges - For retention and preservation of the tooth. Limited to 3 pins per tooth.
  - E. Cast metal post and core - Custom made casting includes cast core. For teeth which have had root canal therapy. Limited to 1 post and core per tooth.
  - F. Prefabricated post, prefabricated post and core - Manufactured metal post - Manufactured metal post and core. For teeth which have had root canal therapy. Limited to 1 post and core per tooth.
  - G. Amalgam and pin crown build-up, composite and pin crown build-up – For retention and preservation of the tooth.
  - H. Repair of inlays, onlays or crowns.
  - I. Recement inlays, onlays or crowns - Limited to 1 time unit per tooth in any 6 month period.

**Type D - Orthodontic Procedures-** (Available only to persons indicated in the benefit details.)

1. ORTHODONTIC EXAMINATION - Includes diagnostic casts, complete radiograph series or panoramic film, cephalograms, facial and intra oral photographs, consultation and case presentation.
2. SURGICAL EXPOSURE OF IMPACTED TOOTH - For orthodontic purposes.
3. FIXED OR REMOVABLE ORTHODONTIC APPLIANCES - For tooth movement and/or tooth guidance.
4. ORTHODONTIC BAND SPLINT

### **Pre-Determination**

When the dental service charges include inlays, onlays or crowns or can reasonably exceed the pre-determination limit shown in the benefit details, send the dentist's proposed treatment plan (completed dental claim form) to the health plan provider before treatment commences. The health plan provider will advise you the amount payable for the treatment taking into account possible alternate procedures. This will make you aware of the amounts payable before the dental work is done.

### **Alternate Procedures**

The health plan provider will determine the benefits payable taking into account the most economical alternate procedures, services or courses of treatment based on accepted dental practice.

### **Temporary Services**

A temporary dental service will be considered an integral part of the final dental service, not a separate service. The fee for the permanent service will be used to determine the usual charge for the final dental service.

### **Expenses Outside Canada**

Expenses incurred outside of Canada are eligible expenses up to the lesser of:

1. the usual, customary or reasonable charges for the procedures in the locality where they are performed, and
2. the amount that would be paid under this policy had the procedures been performed in the employee's province of residence, or if the employee does not reside in Canada, in the province of the place of issue.

### **Coordination of Benefits**

If you or any of your dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

### **Benefit after Provision Termination**

If a procedure is performed after this provision terminates, a benefit is payable, as if this provision had not terminated, for the repair or alleviation of damage to natural teeth resulting from an accidental blow to the mouth, provided:

1. the accident occurred while the person was insured and this provision was in force, and
2. the procedure is performed within 6 months after the date of the accident.

### **Limitations**

Payment is not made for:

1. dental services payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of the charge over the usual, customary and reasonable charge of the least expensive alternate service or material consistent with adequate dental services when such alternate service or material is customarily provided.
3. dental services which, in the opinion of the health plan provider, do not have a reasonably favourable prognosis.

### **Exclusions**

A benefit is not paid for:

1. dental services provided primarily for improving appearance.
2. charges for appliances lost, misplaced or stolen.
3. charges for appointments not kept or completion of claim forms.
4. expenses related to services or supplies of the type normally intended for sport or home use, such as but not limited to, mouth guards.
5. charges for services or supplies rendered for full mouth reconstructions, vertical dimension corrections including attrition, alteration or restoration of occlusion, or for the purpose of prosthetic splinting.
6. charges for dental services due to or resulting from:
  - A. the hostile action of any armed forces, insurrection or participation on a riot or civil commotion,

- B. any cause for which indemnity or compensation is provided under any Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation, or
  - C. commission or attempted commission of a criminal offence by the insured person.
7. dental services required due to congenital malformations.

**Making a Claim**

If you or any of your dependents incur eligible expenses while insured, a claim must be received by the health plan provider not later than 90 days after the earliest of the following dates:

- 1. the end of the benefit year during which the expenses were incurred,
- 2. the termination of your insurance, and
- 3. the termination of this provision.

You incur an eligible expense on the date:

- 1. a single appointment or orthodontic procedure is performed.
- 2. a multiple appointment (other than orthodontic) procedure is completed.

## 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.

A permanent employee working full-time hours shall be insured for lump sum benefit amounts as specified in the following schedule:

Class A with Dependents: 2.5 times the employee's annual basic earnings. Maximum benefit of \$300,000.

Class B without Dependents: 1 times the employee's annual basic earnings. Maximum benefit of \$300,000.

A permanent employee who has achieved benefit status shall be insured for \$15,000 lump sum benefit.

Reduced amount at age 65 - one-half ( $\frac{1}{2}$ ) of the above amount.

For the purposes of the above, a member's regular rate of pay shall mean the rate of pay assigned to that member who has been working in a temporary position for one or more months.

## 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 nine (9) days of illness in a calendar year. When the cumulative days of absence due to illness equals nine (9) days in a calendar year, the first day of each subsequent absence for illness shall be without pay. 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 nine (9) 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 (11<sup>th</sup>) 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.

**Maternity Benefits**

If an employee is unable to work because of disability due to pregnancy, benefits will be payable.

Weekly indemnity benefits when childbirth is by regular delivery will be paid for four weeks.

Weekly indemnity benefits when childbirth is by caesarean section will be paid for six weeks.

Weekly indemnity, and potentially, long-term disability benefits may be extended beyond these periods if the employee remains disabled.

## 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 of the date they ceases 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 (1<sup>st</sup>) 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.*

## **ACCOUNTS**

There will be three Accounts established for each member. Employee required contributions will be credited to the **Member Account**. The Foundation's contributions on behalf of the member will be credited to the **Employer Pension Account** and employee's voluntary additional contributions will be credited to the member's **Voluntary Account**.

Monies allocated to the three Accounts described above will be invested until retirement, death or termination.

## **RETIREMENT PENSION**

The employee's pension at retirement is the amount that can be purchased at that time with the accumulated values in their Accounts.

Neither the amount available to purchase the pension, nor the purchase rates in effect at that time, can be forecast with any reasonable degree of accuracy. However, once the employees retire and their pension is purchased, their pension is then fully guaranteed.

Various options are available as described below. In all cases, the amount of pension that can be purchased will depend on the accumulated value of the employee's Accounts.

## **NORMAL RETIREMENT DATE**

Employees will normally commence receiving their pension payments at age 65.

## **OPTIONAL RETIREMENT DATE**

Since the personal circumstances of individuals vary, the Normal Retirement Date of age 65 may not always be appropriate. To recognize this situation, an employee can elect to take an early retirement any time after age fifty-five (55).

## **NORMAL FORM OF PENSION**

Employees receive their monthly pension for as long as they live. For an employee with a spouse at retirement, the pension will reduce, on the death of either, to 60% of the monthly amount that was payable while both were alive and will continue at this reduced level for the lifetime of the survivor.

For employees without a spouse at retirement, the monthly pension will be paid for their lifetime with guarantee of 120 monthly payments. If the employee dies before the end of this period, their appointed beneficiary will receive the remaining payments.

The monthly pension will be adjusted at intervals of not more than 12 months to reflect excess

earnings on investments and other cost adjustments designated by the insurer as being applicable to this class of contract.

### **DEATH BENEFIT PRIOR TO RETIREMENT**

On the death of employees prior to retirement, their appointed beneficiary will receive the accumulated value of all their accounts. If the employee has a spouse, that spouse may be entitled to a death benefit regardless of the employee's beneficiary designation.

### **TERMINATION BEFORE RETIREMENT**

Upon termination of employment of the employees, the accumulated value of their accounts will remain in the Plan to provide for pension benefits at retirement. If employees participate in another Uniform Pension Plan at some future date, the accumulated value of their accounts may be transferred to the new pension carrier.

Employees may elect to take up to twenty-five (25%) percent of the value of their required contributions made prior to January 1, 1987, and all of their voluntary contributions in cash. The remainder of the value of their required contributions and voluntary contributions, if any, together with the value of your contributions made on their behalf will be left in the Plan to be applied to provide a pension at retirement. Employees also have the option of transferring the accumulated value of all their Accounts to another Registered Pension Plan or to a Registered Retirement Savings Plan.

Terminated employees can receive their pension on their normal retirement date but may, with the Foundation's consent, elect an Early or Postponed Retirement.

**IMPORTANT NOTE:** For further information regarding your benefits, please refer to the Master health plan provider or Manulife Financial Policy.