



RED DEER & DISTRICT MUSEUM SOCIETY

(hereinafter called "the Employer")

and

CUPE / *Canadian Union
of Public Employees*

LOCAL 417 – 06

(hereinafter called "the Union")

COLLECTIVE AGREEMENT

JANUARY 1, 2010 TO DECEMBER 31, 2011



Canadian Office & Professional Employees Local #491

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ARTICLE 1 - PREAMBLE

- 1.01 The purpose of the Agreement is to maintain a harmonious and cooperative relationship between the Employer and the Employees covered by the Union's certification.
- 1.02 To provide an amicable method of settling differences or grievances, which may arise between the Employer and the Employees.
- 1.03 To promote the mutual interest of the Employer and the Employees.

ARTICLE 2 - DEFINITIONS

- 2.01 "Board" (The Employer) means the Red Deer and District Museum Society Board of Directors acting on its own motion or through its managers and professional staff.
- 2.02 "Society" shall mean the Red Deer and District Museum Society.
- 2.03 "Demotion" means the movement of an Employee for disciplinary reasons from one position to another position that has a lower classification, or one that has a lower base rate. The salary will be adjusted, as needed.
- 2.04 "Employee" means a person employed in the bargaining unit by the Board and in one of the following categories:
- (a) "Permanent Employee" means a Full-time or Part-time Employee, who is employed in a position established by the Board as a permanent position, and who has successfully completed the required probationary period;
 - (b) "Probationary Employee" means a Full-time or Part-time Employee, who is employed in a position established by the Board as a permanent position, and who is completing the probationary period;
 - (c) "Term Employee and Temporary Employee" means a Full-time or Part-time Employee who is employed on a term-certain basis whose period of employment is for a specific length of time;
 - (d) "Casual Employee," means an Employee that is employed on an irregular call-in basis as needed.

- 2.05 "Full-time" means regularly scheduled employment for the normal hours of work as set out in Article 8 of this Agreement.
- 2.06 "Part-time" means regularly scheduled employment for less than the normal hours of work as set out in Article 8, but with a minimum of 10 hours per week, averaged over the schedule.
- 2.07 "Promotion" means the movement of an Employee to a posted different position, including a posted vacancy or a posted new position with a higher regular rate of pay than the Employee's present position.
- 2.08 "Reclassification" means changes to an Employee's current position and rate of pay in order to reflect changed and/or additional duties.
- 2.09 "Union" means the Canadian Union of Public Employees, Local 417 – 06.
- 2.10 "Week" means a period of seven (7) consecutive calendar days commencing at 0001 hours, each Monday morning.
- 2.11 "Work day" means any day on which the Employee is normally expected to be at work.
- 2.12 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of this Agreement requires.

ARTICLE 3 - APPLICATION

- 3.01 This Agreement applies to all Employees who work for the Red Deer Museum + Art Gallery under the jurisdiction of the Red Deer and District Museum Society.

ARTICLE 4 - TERM OF AGREEMENT

- 4.01 This Agreement shall take effect on the first day of the month following the date upon which the Agreement is signed by the parties hereto.
- 4.02 This Agreement shall continue in force and effect until December 31, 2011, and from year to year thereafter except as hereinafter provided.
- 4.03 Either party may terminate this Agreement on its expiry date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to its expiry date, or any subsequent anniversary thereof.

- 4.04 Where notice has been served by either party pursuant to Clause 4.03, the Collective Agreement shall be deemed to continue to apply notwithstanding the termination date, until:
- (a) a new Collective Agreement is concluded;
 - (b) the right of the Union to represent the Employees is terminated, or;
 - (c) a strike or lockout commences in accordance with the Labour Relations Code.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management and direction of the work force is exclusively fixed in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that, except to the extent which these rights have specifically been abrogated by the terms of this Agreement, it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer and re-hire Employees and to discipline or discharge any Employee, provided that a claim by a permanent Employee that he/she has been disciplined without just cause may be the subject of a Grievance and dealt with as provided for in this Agreement;
 - (c) make, enforce and alter, from time to time, policies, rules and regulations, provided that such policies, rules and regulations are not inconsistent with this Agreement.

ARTICLE 6 - UNION RECOGNITION

- 6.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees employed within the scope of Alberta Labour Relations Board Certificate No. 154 - 2008, other than those excluded by the Alberta Labour Relations Board or by the mutual agreement of the Parties.

- 6.02 No Employee covered by this Agreement shall be required to make a written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.
- 6.03 The Employer will grant Union representatives access to its premises provided prior approval has been obtained from the Executive Director, and provided such presence does not unduly interfere with the conduct of Museum's business.
- 6.04 The use of volunteers shall not lead to the replacement, transfer, or layoff of Bargaining Unit Employees, or to a reduction in their hours of work, or to the elimination of positions in the bargaining unit.
- 6.05 The Union shall be notified in writing, in advance of the following: reclassifications, permanent and temporary job postings, appointments.

ARTICLE 7 - DISCRIMINATION

- 7.01 The Employer shall not discriminate against any Employee on the basis of race, religious beliefs, gender, color, mental disability, physical disability, marital status, age, ancestry or place of origin of that person. The Employer shall not discriminate against any of its Employees on account of political beliefs, sexual orientation, nor by reason of their membership or activity in the Union.
- 7.02 The Employer shall provide a workplace free of harassment, including personal, sexual or workplace, coming from unwelcome physical, verbal or non-verbal conduct that demeans, belittles or causes personal humiliation or embarrassment.

ARTICLE 8 - HOURS OF WORK

- 8.01 The normal hours of work described in this Article are intended to provide the basis for the payment of overtime, and are not to be construed as a guarantee of work, nor a guarantee of hours of work.
- 8.02 The normal hours of work for a Full-time Employee shall be of 7.5 hours per day, 37.5 hours per week
- 8.03 Work schedules may require an Employee to work evenings, weekends, (including Sundays) and Paid Holidays. Work schedules shall be posted at least 2 weeks in advance.

- 8.04 An Employee shall be permitted a paid rest period of 15 minutes in each work period of three hours (3), to be taken at the work site unless otherwise approved by the Manager.
- 8.05 An Employee shall be allowed an unpaid meal break of one (1) hour during each work period of seven and one-half (7.5) hours away from their work station.
- 8.06 Employees shall be paid for all hours worked whether in a singular or in multiple positions and overtime shall apply as per Article 9.04

8.07 Flex-Time

Normal hours of work for those Employees working flex-time shall be no more than thirty-seven and one-half (37.5) hours per week or seven and one-half (7.5) hours per day. In addition, these hours shall normally be worked between 8.00 a.m. and 9:00 p.m. each day. The hours of those working flex-time shall be scheduled on a six-month basis beginning July 1st and January 1st of each year. This schedule is to be determined, in advance of each six-month period, by the Executive Director in consultation with the Employee. It is to be noted that a holiday, or other day not worked during the schedule, is to be counted as the equivalent of a seven and one-half (7.5) hour working day for the purposes of calculating the total number of hours for the period. If it becomes necessary to alter the six month schedule, thirty (30) days notice shall be given and any changes must be mutually agreed upon between the parties.

- 8.08 By mutual agreement between the employee and the Executive Director the regular hours of work may be altered to accumulate time off in lieu of extra hours worked in a day at straight time to a maximum of four hours (4) per pay period. These hours are to be taken off by the end of the next pay period in which it is earned. These agreements shall be in writing and there shall not be anymore than six (6) such agreements for each Employee per year.

ARTICLE 9 - OVERTIME

- 9.01 Where an Employee is required, by the Executive Director, to work hours in excess of the normal hours of work for a Permanent Employee as set out in Article 8 and specified in the assigned shift rotation, the Employee shall be compensated for such hours as set out below. All overtime must have the prior approval of the Executive Director.

- 9.02 Overtime shall be compensated at the rate of time-and-one-half (1-1/2 X) their basic rate of pay. Compensation for overtime shall normally consist of compensating time off from regularly scheduled hours of work, on the basis of 1-1/2 hours off for one hour overtime worked, at the Employee's regular rate of pay, to be taken at a time approved by the Executive Director.
- 9.03 Where compensating time off cannot be scheduled within three (3) months of the date on which the overtime was worked, the Employee shall work with the Executive Director to schedule the time off to be taken at a later date. Employees that resign or retire shall be paid out at the overtime rate for all overtime hours banked.
- 9.04 A Part-time Employee may be required to work in excess of seven (7) hours per day at straight time rates. For Part-time Employees, overtime rates shall apply only to hours worked in excess of thirty-seven and one-half (37.5) in any one week period.
- 9.05 Where an Employee is called back to work after their regular hours of work, they shall be paid for a minimum of two (2) hours at one and one half times (1-1/2 X) their basic rate of pay or one and one half times (1-1/2 X) their basic rate of pay for all hours worked, whichever is greater.

ARTICLE 10 – REMUNERATION AND PREMIUMS

- 10.01 Employees shall be paid for time worked at the rates set out in Schedule A.
- 10.02 If the Board wishes to alter the existing biweekly pay system, the Union and each Employee shall receive two months written notice of the proposed changes, and the Board agrees to consult with the Union prior to the implementation of any proposed changes.
- 10.03 An Employee is entitled to move to the job salary rate for his/her classification on completion of the probationary period, as set out in Schedule A.

ARTICLE 11 - PAY ON PROMOTION/DEMOTION/TEMPORARY ASSIGNMENT

- 11.01 An Employee who is assigned temporarily (for five days or more) to the principal duties and responsibilities of a higher rated position in the bargaining unit shall be paid at a rate for that classification and the Employee's current increment level.

- 11.02 An Employee who is promoted or reclassified to a higher rated classification shall be paid at the rate in the range applicable to the higher rated classification as per Article 10.04.
- 11.03 An Employee who is assigned to a lower-rated classification, other than through disciplinary demotion, shall have salary and increment level maintained until it can be incorporated into the negotiated salary range for the lower-rated classification.
- 11.04 Temporary or Term Employees who apply and are successful to a position shall be paid at the rate for that classification.
- 11.05 Anniversary date is defined as the first date of hire with the Board which will include all time prior to certification as a bargaining unit.

ARTICLE 12 - BENEFITS

12.01 Local Authorities Pension Plan

Current Employees that are participating in the Local Authorities Pension Plan are required to continue to participate until retirement or resignation. It is understood that if the Employees are not eligible to participate in LAPP, the employer contributions for the replacement pension/RRSP plan will be equal to the contributions to LAPP.

12.02 Group Insurance and Benefits – Full Time Employees

The Board shall pay the portion of the premium costs of the Plans as set out below, and the Employee shall pay the remainder.

- (a) Basic Life Insurance – 100% of the first \$85,000 of coverage and additional fees for Dependent life Insurance
- (b) Accidental Death & Dismemberment Insurance – 100%
- (c) Extended Health Care Insurance and Vision Care – 100%.
- (d) Dental Insurance – 100%.
- (e) Short Term Disability – 0%
- (f) Long-Term Disability – 0%

Optional coverage's shall be at the discretion of the Employee.

- 12.02 The benefits of this section only apply to permanent Employees who meet the criteria for coverage and shall be prorated for Employees working less than the normal hours of work.
- 12.03 The above benefits apply to permanent Employees working a minimum of 20 hours per week, who have successfully completed the probationary period.
- 12.04 The coverage as per the schedule of Benefits listed in the Benefits Booklet provided by the provider.
- 12.05 The coverage described in Article 12 is currently provided through ENCON. The Employer reserves the right to change plan(s) and insurer(s) provided that the premiums costs do not increase and the level of coverage does not fall below current levels.
- 12.06 As per Article 12.01 eligible Employees shall participate in an RRSP program currently provided by Sun Life. For Part-time Employees, participation is optional.

ARTICLE 13 - PAID HOLIDAYS

- 13.01 The following shall be considered to be Paid Holidays:

New Years Day	Good Friday
Family Day	
Easter Sunday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Employees who are regularly scheduled to work on both the last working day before Christmas and the last working day before New Year's Day will be given the afternoon off on one of these days. The choice will be made by the employee in conjunction with the Executive director subject to operational requirements, to avoid disruption of operations.

- 13.02 When a Paid Holiday falls on an Employee's regularly work day, and the Employee is not required to work, the Employee will receive a regular day's pay.
- 13.03 Where a Paid Holiday falls on an Employee's regularly scheduled day off, and such day is not worked by the Employee, the Employee shall be entitled to take a regular working day off with pay in lieu of such holiday.

- 13.04 Where a Paid Holiday falls on the regularly scheduled work day of the Employee, and that Employee is required to work, the Employee shall be paid at overtime rates for all hours worked on that day, and shall receive a regular working day off with pay in lieu. Where a lieu day off is granted, it shall be scheduled by agreement between the Employee and the supervisor, or, failing agreement, shall be taken in conjunction with the Employee's annual vacation period next following.
- 13.05 No benefits shall be granted to an Employee for a Paid Holiday if the Employee is absent the working day immediately before or following the holiday, unless the Board has granted prior permission. In the case of absence due to illness, substantiation of the illness may be required in the form of a medical certificate.
- 13.06 Where a Paid Holiday falls on a Part-time Employee's regularly scheduled work day, and such day is not worked by the Employee, the Employee shall be entitled to straight time pay for the number of hours the Employee was scheduled to work on that day.

ARTICLE 14 - ANNUAL VACATION

- 14.01 Employees shall be entitled to annual vacation pay as set out in this Article. The vacation entitlement is earned and taken on a calendar year basis.
- 14.02 Annual vacation shall be earned in accordance with the Employee's years of service as set out below, and shall be taken in the subsequent calendar year.
- 14.03 Permanent, Term and Probationary Employees shall earn annual vacation credits on the following basis:
- (a) during the first to seventh calendar year of service, inclusive, at the rate of fifteen (15) work days per year (6%);
 - (b) during the eighth to fourteenth calendar year of service; inclusive, at the rate of twenty (20) work days per year (8%);
 - (c) during the fifteenth and subsequent calendar year of service, inclusive, at the rate of twenty-five (25) work days per year (10%).

- (d) Permanent Part-time and Term Employees shall be paid the above percentages for all hours worked outside their established (core) hours of work.
- 14.04 Periods of annual vacation shall be scheduled by mutual agreement between the Employee and the Executive Director.
- 14.05 Where a Paid Holiday falls during the period of an Employee's annual vacation, the Employee's scheduled vacation shall be extended accordingly.
- 14.06 Annual vacation shall not be calculated or taken for periods of less than one-half work day.
- 14.07 In lieu of the foregoing provisions of this Article, Casual Employees shall receive pay in lieu of annual vacation, calculated on their normal pay, on the following basis:
 - (a) 6% during the first through the fifth calendar years of service;
 - (b) 8% during the sixth and subsequent years of service.
 - (c) Vacation pay will be paid out in the first pay period in June and December, except where approval has been granted by the Department Supervisor to bank the time to be taken at a later date.
- 14.08 Employees are discouraged from carrying over annual vacation; however, carryover of vacation can be brought forward with the written approval of the Executive Director as follows:
 - a) up to 8 years of service – 5 days of vacation can be brought forward,
 - b) 18 years of service – 10 days of vacation can be brought forward,
 - c) In both a) and b) the carry over must be used in the following year,
 - d) or, alternative arrangements at the discretion of the Executive Director can be made and such agreements shall be in writing.

ARTICLE 15 - SICK LEAVE

- 15.01 The parties agree that Sick Leave Benefits are intended solely for the purpose of protecting an Employee from loss of income when the Employee is unable to work due to illness or non-compensable injury.
- 15.02 A Full-time Employee shall earn Sick Leave benefits at the rate of 1.25 workdays or 9.375 hours per month, to a maximum entitlement of 15 workdays.
- 15.03 A Part-time Employee shall earn Sick Leave Benefits at the rate of 3.5 hours of leave for each 50 hours worked, to a maximum benefit of 112.5 hours.
- 15.04 An Employee who is unable to work due to illness or non-compensable injury shall be paid Sick Leave from the Employee's earned entitlements.
- 15.05 Notwithstanding Clause 15.01, an Employee may use up to five work days (or equivalent hours) per year of Sick Leave entitlement for the purpose of attending medical, dental, or other approved health related appointments.
- 15.06 All absences to be compensated under this Article must be reported on the official absence form, and absent Employees are required to inform their supervisor of their absence as soon as practicable.
- 15.07 Payment of benefits under this Article are subject to the provisions of Article 16 (Proof of Illness).
- 15.08 On request, an Employee shall be advised of the amount of his/her current Sick Leave credits.
- 15.09 Employees shall be permitted to use up to five (5) days per calendar year from their Sick Leave accumulation, upon approval of the supervisor, to care for the needs of a family member (as defined in 18.01) who is ill. The Employee may be required to provide a certificate from a medical practitioner certifying that after five (5) consecutive days that the Employee was absent because of illness.
- 15.10 Sick Leave will be paid only for absences during the Employee's regular hours of work.

ARTICLE 16 - PROOF OF ILLNESS

- 16.01 An Employee may be required to produce a certificate from a medical practitioner, certifying that the Employee was unable to work due to illness, in order to obtain Sick Leave benefits as described in Article 15.
- 16.02 An Employee may be required by the Employer to provide satisfactory proof of attendance at medical, dental, or other qualifying appointments when time off from work is granted to attend such appointments.
- 16.03 Where an Employee is required, pursuant to this clause, to provide a medical certificate or proof of attendance at an appointment, the Employee shall be advised prior to his/her return to work.
- 16.04 The Board may require that an Employee be examined by a physician selected by the Board:
- (a) in the case of prolonged or frequent absence from work, or,
 - (b) when it is considered that the Employee is unable to work satisfactorily due to disability or illness.
- The Board shall pay for direct medical costs associated with such an examination.
- 16.05 An Employee who has been absent from work due to illness or disability may be required by the Board to provide medical certification that the Employee is able to return to work on a regular basis. Where such certification is required, the Employee shall be advised by the Board of such a requirement prior to return to work.

Long Term Disability

The Employee and the Employer will continue to pay their portions of the benefits for one year for an Employee on Long-term Disability. For an Employee that continues on Long-term Disability for the second and subsequent years he/she will be responsible to pay both the Employee and the Employer portions of the benefit costs.

ARTICLE 17 - COURT LEAVE

- 17.01 When an Employee is summoned or subpoenaed:
- (a) as a witness to give evidence, or

(b) to serve as a juror under the Jury Act,

he/she shall be allowed leave with pay, but any jury service or witness fee receivable by him shall be paid to the Board. Travel, subsistence, and other expense payments from the Crown shall be retained by the Employee.

17.02 This Article does not apply to Attendance in an action in which the Employee is a party.

ARTICLE 18 - BEREAVEMENT AND CRITICAL ILLNESS LEAVE

18.01 At the time of the death of an Employee's spouse, parent, brother, sister, child, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or legal guardian, the Employee shall be granted five (5) scheduled work days with pay. Additional time off without pay may be granted in conjunction with this leave, upon approval of the Board. Spouse is defined as current spouse (including common-law spouse and same gender partner).

18.02 If a Paid Holiday falls during a bereavement leave, the day shall be treated as a Paid Holiday and will not extend the length of Bereavement Leave.

18.03 A Casual Employees shall be granted three (3) scheduled shifts absence from work, with no loss of pay, if the event of the death of a member of the Employee's immediate family as defined in Clause 18.01 occurs when the Employee is scheduled to work. On request, the Employee will be granted up to a further two (2) days leave without pay.

18.04 Where a member of an Employee's immediate family is critically ill and the Employee is required to provide or make arrangements for the care of the family member, leave shall be granted under the provisions of Clause 18.01.

18.05 When an Employee qualifies for Bereavement Leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

ARTICLE 19 - PARENTAL LEAVE

- 19.01 Employees shall be entitled to Maternity /Parental/ Adoption Leave in accordance with the Employment Standards Code of Alberta.
- 19.02 An Employee shall be entitled to one (1) scheduled work day off with pay to support their daughter or son, on or following the birth of a grandchild.

ARTICLE 20 - LEAVE WITHOUT PAY

- 20.01 Leave of Absence without pay may be granted to an Employee where, in the opinion of the Employer, such Leave will not adversely affect the operational efficiency of the Board. Leaves of absence may include leaves for the purpose of furthering an Employee's education.
- 20.02 A request for Leave of Absence without pay shall be made in writing to the Employee's immediate supervisor, and shall state the proposed length and purpose of the Leave.
- 20.03 Where an application for Leave of Absence without pay is denied, the Employee shall be advised of the reason(s) for the denial.

ARTICLE 21 - HIRING AND PROMOTIONS

- 21.01 Where the Board chooses to fill a vacancy, a new position, or new classification which is covered by this Agreement, such vacancy shall be posted for a minimum period of seven (7) calendar days. The notice shall set out the nature of the position, the qualifications, knowledge and education required the wage rate(s), and the normal hours of work. Reclassifications will not be posted.
- 21.02 In hiring or promoting Employees to a position covered by the terms of this Agreement, ability, qualifications, knowledge and education shall be the primary considerations.
- 21.03 The qualifications, knowledge and education required for a position shall be job-related and established in good faith.
- 21.04 Where two or more applicants for a position covered by this Agreement are considered relatively equal, the most senior of them shall be given preference in hiring.

- 21.05 Where an internal applicant does not receive the position applied for, the employee will, upon request, be notified in writing within one (1) week with the reasons why the Employee's application was unsuccessful.
- 21.06 The Union will be provided with the names of applicants appointed under the provisions of this Article.

ARTICLE 22 - PROBATIONARY PERIOD

- 22.01 The probationary period for an Employee employed in a permanent position shall be the satisfactory completion of three (3) calendar months or five hundred hours of work, whichever occurs first.
- 22.02 The probationary period set out in clause 22.01 may be extended for a maximum of an additional one (1) calendar month, at the Board's discretion. The Union shall be provided notice of and reasons for any such extension and shall be subject to the Grievance procedure.
- 22.03 An Employee who is dismissed during the probationary period shall have access to the Grievance procedure.

ARTICLE 23 - TRIAL PERIOD

- 23.01 A permanent Employee who is promoted or transferred to another permanent position shall be in a trial period for one (1) calendar month, if required, the Employee's trial period may be extended up to an additional twenty (20) working days providing the reasons for an extension are documented in writing to the Employee and the Union. Upon satisfactory completion of the trial period the Employee shall be declared permanent in the position. If the Employee proves unsatisfactory during the trial period, the Employee will be reverted to his/her former position and wage rate. Any other Employee affected by this reversion may also be similarly reverted.

ARTICLE 24 - NEW EMPLOYEES

- 24.01 The Employer will provide new Employees in the bargaining unit with a copy of the Collective Agreement.

ARTICLE 25 - SENIORITY

- 25.01 Seniority shall be the length of the Employee's continuous service from the original date of hire with the Red Deer and District Museum Society and its predecessor(s) [example: Red Deer Museum Management Board, the Normandeau Cultural and Natural History Society] and all service/seniority shall apply prior to certification by the Union.
- 25.02 An Employee shall lose seniority and employment rights shall be extinguished in the event the Employee:
- (a) is discharged and not reinstated, or;
 - (b) resigns, or;
 - (c) is laid off and fails to report to work within three (3) work days of receipt of notice of recall, or;
 - (d) is laid off for a period exceeding six (6) months.
- 25.03 The Employer shall develop post and update annually a seniority list showing the most recent date of hire of each Part-time and Full-time Permanent Employee. The Union shall be provided with a copy of the current seniority list.

ARTICLE 26 - LAYOFF

- 26.01 Layoff means a reduction in the workforce other than a reduction through attrition.
- 26.02 Layoffs may be from the Full-time Employee complement, or the Part-time Employee complement, or from both groups simultaneously.
- 26.03 Within an Employee complement group subject to layoff, the least senior Employee shall be the first laid off, provided that the remaining Employees are qualified to perform the remaining work.
- 26.04 In recalling laid off Employees, the most senior Employee shall be recalled first, provided the Employee is qualified to do the work. In the operation of this clause, part-time seniority shall not apply to recalls to full-time vacancies.
- 26.05 A new Employee shall not be hired into a position in this bargaining unit if a laid-off Employee is willing, able, and qualified to fill the position.

- 26.06 An Employee shall receive 30 days written notice of layoff, or pay in lieu thereof, except where layoff is due to closure of part or all of the workplace for reasons beyond the Employer's control.
- 26.07 A laid-off Employee is responsible for keeping the Board informed of his/her current address.

ARTICLE 27 - TERMINATION

- 27.01 Except for just cause, when a Permanent Employee is terminated the Employee shall be given written notice, or pay in lieu thereof, in accordance with the following schedule:

<u>Years of Employment</u>	<u>Notice Period</u>
More than three months but less than two years	One week
Two years or more but less than four years	Two weeks
Four years or more but less than six years	Four weeks
Six years or more but less than eight years	Five weeks
Eight years or more but less than ten years	Six weeks
Ten years or more	Eight weeks

- 27.02 An Employee shall give the Board a minimum of two weeks' written notice of resignation.

ARTICLE 28 - STAFF TRAINING AND CONTINUED EDUCATION

- 28.01 The Union supports the Employer's policy regarding Continuing Education for Museum Employees.
- 28.02 An Employee who seeks assistance in improving his/her credentials through job-related training may apply for the Employer's assistance under the policy.

ARTICLE 29 - HEALTH AND SAFETY

- 29.01 The Parties recognize that the maintenance of health and safety in the workplace is the responsibility of the Employer, the Union, and each Employee.

- 29.02 The Parties recognize the need for constructive and meaningful consultations on health and safety matters through the Joint Health and Safety Committee.
- 29.03 The functions of the Joint Health and Safety Committee shall include but not be limited to:
- i) hold meetings as required, but at least quarterly;
 - ii) receive and work towards resolving concerns and complaints;
 - iii) maintain records of concerns and complaints brought forward, including accurate records of work accidents;
 - iv) establish and support educational programs dealing with health and safety;
 - v) participate in investigations and inspections relating to health and safety;
 - vi) deal with concerns regarding ergonomics, video display terminals and any other computer concerns.
- 29.04 One (1) Union representative selected by the Union shall be appointed to the Joint Health and Safety Committee.

ARTICLE 30 - PERSONNEL RECORDS

- 30.01 An Employee may inspect his/her personnel record, under the supervision of the Executive director or her/his designate and may make copies of material contained therein.
- 30.02 The Employer and Union agree to retain in confidence the age, sex, family circumstances, health, address and phone number of Employees, except where disclosure is required by law or is required for the maintenance of insurance and pension benefits contemplated by this Agreement.

ARTICLE 31 - BULLETIN BOARDS

- 31.01 The Employer shall provide a bulletin board for the purpose of posting job vacancies, Board communications to Employees, notices of Union meetings, and other items which may be of interest to Employees.

ARTICLE 32 - CLASSIFICATIONS

- 32.01 Where the Employer creates a new classification or makes significant changes to an existing classification during the term of this Agreement and

the classification is included in the bargaining unit, the Employer shall advise the Union of the nature of the new classification and the proposed rates of pay.

- 32.02 Within thirty (30) calendar days of the notice provided in Clause 32.01, the Union shall confirm its agreement to the proposed rates of pay or enter into discussions with the Board to conclude an agreed rate of pay. If the rates of pay are agreed between the Parties, Schedule "A" of this Agreement shall forthwith be amended to include the new classification and pay rates.
- 32.03 If there is no agreement on rates of pay, the Union may initiate a Policy Grievance at Step 3 and the Arbitration Board shall set the pay rates.
- 32.04 During the negotiation/arbitration of pay rates for a new classification, the Board may employ persons in the new classification of the rates proposed by the Employer.
- 32.05 The Union shall receive sixty (60) days written notice of the Employer's intent to eliminate an existing classification covered by this Agreement.
- 32.06 Any new classification shall be posted in accordance with Article 21 - Hirings and Promotions.
- 32.07 If an Employee believes that the duties of her/his position have changed to the extent that it has become incorrectly classified or qualifies for reclassification, the matter may be referred to:
- the Executive Director
 - the Personnel Committee of the Board of the Red Deer + District Museum Society

This process will not exceed 90 days.

If parties involved are unable to reach an agreement on the reclassification and/or rate of pay, such disputes shall be submitted to Grievance and Arbitration.

If the challenge is successful, the new classification and rate of pay will become effective from the date of the initial challenge.

Throughout this procedure the Employee is entitled to be represented by the Union.

ARTICLE 33 - DISCIPLINE

- 33.01 An Employee who has completed three (3) months of continuous employment may be disciplined for just cause only.
- 33.02 An Employee shall be provided with a copy of any documentation regarding work performance or discipline which is to become part of the Employee's personnel record.
- 33.03 An Employee is entitled to have a Steward or a Union Representative present at any meeting in which the Employer wishes to discipline the Employee.
- 33.04 Any documentation that has been used for the basis for disciplinary action shall be removed from the Employee's file and destroyed after twenty-four (24) months.
- 33.05 Employees shall be permitted to view their personnel files, Monday to Friday during office hours, with one (1) day's written notice to the Employer. Copies of the file shall be provided, if so requested.

ARTICLE 34 - GRIEVANCE PROCEDURE

- 34.01 A Grievance is a difference regarding the interpretation, application, operation or alleged violation of the Collective Agreement. A Grievance shall state the facts upon which the Grievance is based, the particular clause or clauses of the Collective Agreement that are the subject of the Grievance, and the remedy requested.
- 34.02 A Policy Grievance is a difference which seeks to enforce an obligation of the Board to the Union. A Policy Grievance shall not be an obligation that may or could have been the subject of a Grievance by an Employee. Policy Grievances may be initiated at Step 2 of the Grievance procedure.
- 34.03 Grievances arising under this Agreement shall be adjusted as follows:

An Employee who has a Grievance is encouraged to resolve the matter by first discussing it informally with the Executive Director.

STEP 1:

If a Grievance is not resolved through informal discussion, the aggrieved Employee shall, with Union representation, table in writing the full particulars of the Grievance at a meeting with the Executive Director. The

Grievance shall be presented within ten (10) calendar days of the time at which the circumstances giving rise to the Grievance should reasonably have been known to the Employee.

Within a further ten (10) calendar days, the Executive Director shall provide the Employee and Union with a written response to the Grievance.

STEP 2:

If the Executive Director response is not satisfactory to the Union and the Employee, the matter may be referred in writing to the Board within a further ten (10) calendar days.

The Grievance shall be presented within ten (10) calendar days of the time to the Board Personal committee of the Board, who shall consider the Grievance and provide the Union with a written response to the Grievance within ten (10) calendar days of its submission at Step 2.

STEP 3:

If the Board's response is not satisfactory to the Union, the Union may, within a further ten (10) calendar days, refer the matter in writing to a Board of Arbitration constituted under the terms of the Alberta Labour Relations Code. Upon agreement between the Board and the Union, a single Arbitrator may be used.

- 34.04 The decision of the Board of Arbitration or single Arbitrator shall be final and binding on all parties and shall be handed down as expeditiously as possible.
- 34.05 Each party to the difference shall bear the expenses of its respective nominee to the Grievance board. The fees and expenses, if any, of the chairman of the Grievance board shall be borne by the parties to the dispute in equal shares.
- 34.06 Where the parties agree to a single Arbitrator to hear the Grievance, each party shall pay one-half of the Arbitrator's fees and related expenses.
- 34.07 Where an Employee or the Union fail to advance a Grievance within the time limits set out herein, the Grievance shall be deemed to be abandoned.

- 34.08 Where the Employer fails to respond to a Grievance within the time limits set out herein, the Grievor may advance the Grievance to the next step in the Grievance procedure.
- 34.09 The time limits set out in this Article may be extended by written agreement between the Parties.
- 34.10 A Union steward shall not leave his/her place of work to discuss a Grievance with the Employer or an Employee during working hours without the prior consent of the Executive Director. Such consent will not be unreasonably withheld.

ARTICLE 35 - UNION MEMBERSHIP

- 35.01 Membership in the union shall be mandatory.

ARTICLE 36 - UNION DUES

- 36.01 The Employer shall deduct from each regular paycheque of each Employee covered by this Agreement the amount of regular Union Dues as set out by the Union from time to time.
- 36.02 The Employer shall remit Union Dues deducted pursuant to Clause 36.01 forthwith by the fifteenth (15th) day of each month for the previous month. The deductions remitted shall be accompanied by a list of the names, addresses, and classifications of the Employees from whom deductions have been made.
- 36.03 The Employer shall indicate on the annual T-4 slip the amount of Union Dues paid by each Employee in the previous year.
- 36.04 The Employer shall notify the union monthly of new hires, terminations, layoffs, and changes in classifications, affecting Employees in the bargaining unit.

ARTICLE 37 - UNION BARGAINING COMMITTEE

- 37.01 The Union bargaining committee shall consist of not more than two Employees. The Union bargaining committee shall have the right to the assistance of a representative of the Canadian Union of Public Employees, in negotiating the Collective Agreement.

37.02 Members of the Union bargaining committee shall be eligible for Leave with pay to participate in collective bargaining with the Employer. Permission to leave work during work hours for such purposes shall be obtained from the Executive Director. Such permission shall not be unreasonably withheld.

ARTICLE 38 - CORRESPONDENCE

38.01 All correspondence between the Parties shall pass:

- a) From the Employer, or its designates, to the CUPE National Representative, and
- b) From the Union to the Employer through the Executive Director of Red Deer & Museum Society.

ARTICLE 39 - OTHER COMMITTEES

39.01 An Employee who is a member of the Health and Safety, the Labour Management, or future joint committees requiring Union representation, as a Representative of the Union will be elected or appointed by the Union.

39.02 Labour Management Committee

- i) A Labour Management Committee shall be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. The Committee will not discuss Grievances, nor is it intended to replace or avoid existing channels of communication and problem resolution.
- ii) Meetings shall be held on an as-required basis, with time, date and location to be jointly agreed. Any meeting may be cancelled or deferred by mutual agreement. Membership for each of the parties is not to exceed three.
- iii) Minutes shall be recorded and approved by the Employer and the Union. Copies of the minutes shall be sent to the parties within fifteen (15) working days of the meeting.

39.03 Members of the Committees referred to in this Article shall be granted time off without loss of regular earnings to attend Committee meetings.

Lieu time shall be provided if working overtime or called in when not scheduled to work.

ARTICLE 40 - TECHNOLOGICAL CHANGE

- 40.01 Technological change means the introduction of new methods or machines which lead to a substantive difference in job content requiring new or greater skills than are currently used by present Employees.
- 40.02 The Employer or its representative shall give the Union written notice of any proposed technological change which is likely to cause problems relating to layoffs and/or reduced hours of work and meaningful consultation shall occur between the Employer and the Union. Such consultation may include discussion of Employee transfers and retraining which may flow from such change.

ARTICLE 41 - CONTRACTING OUT

- 41.01 For the Life of the contract, work presently performed by Employees who are subject to the provisions of this Collective Agreement will not be contracted out, if the contracting out would result in the termination or reduction in hours of the current Employees.

ARTICLE 42 – PROFESSIONAL SERVICE LEAVE and CONTINUING PROFESSIONAL EDUCATION

- 42.01 The Board recognizes the several mutual benefits of is Employees serving on various relevant local, provincial and national organizations.
- 42.02 The Board is prepared to grant time with pay to its Employees to attend meetings and events of relevant organization, provided that the Executive Director is apprised of commitments and grants such leave in advance, and such leave does not interfere with operations.
- 42.03 Employees are expected to be current in their fields; therefore, upon approval of the Executive Director, the Employer may provide time with pay for Employees to take advantage of identified and relevant educational opportunities.
- 42.04 The Employer may provide financial assistance for tuition, travel, accommodation and other expenses for Employees to take advantage of

identified and relevant educational opportunities. Such requests must be submitted to the Executive Director.

ARTICLE 43 – COMPASSIONATE CARE LEAVE

43.01 Employees shall be granted an unpaid Leave of eight (8) weeks to care for a seriously ill family member. During the Leave the Employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the Employee chooses to make contributions for the period of the Leave to the Pension or Benefits Plan, the Employer will pay the Employer's contributions for the same period. On return from Leave, Employees will be placed in their former positions.

ARTICLE 44 – LONG SERVICE RECOGNITION

44.01 Recognition of service will fairly recognize full-time, part-time and term-definite categories of employment, by recognizing total, rather than continuous service.

44.02 Recognition of service will reflect employment by the predecessor organizations (Museum management board and Normandeau Cultural and Natural History Society)

44.03 Categories of recognition:

- \$40.00 after 10 (ten) years of continuous service
- \$60.00 after 15 (fifteen) years of continuous service
- \$100.00 after 20 (twenty) years of continuous service

44.04 The Service Recognition Awards will, if appropriate or feasible, be the work of local artist and crafts people.

ARTICLE 45 – CONVERSION OF TEMPORARY (TERM-CERTAIN) POSITIONS AND TEMPORARY (TERM-CERTAIN) STATUS

45.01 Conversion of Temporary (Term) Positions

A position originally created as Part-time or Full-time Temporary (term) shall become a Part-time or Full-time Permanent position should the position extend beyond twenty (20) months or an accumulation of twenty (20) months has occurred, within a twenty-four (24) month period, provided there is no break in excess of four (4) months.

If a position is supported by conditional funding, this information shall be stated as “contingent on conditional funding” on the job posting.

The Union and the Board may agree to extend the end date of a Temporary (term) position in specific cases.

45.02 Conversion of Temporary (term) Employee Status

The status of a Temporary (term) Employee shall be converted to permanent as follows:

- a) the Employee must be in a Temporary (term) position that is converted to a permanent position as outlined in 45.01, and,
- b) the Employee has occupied the position for a period of twenty (20) accumulated months within a twenty-four (24) month period, provided there is no break in service in excess of four (4) months.

Schedule "A"

The parties agree to bargain schedule "A" as a wage re-opener only in December 2010.

Schedule "A" 2010

Name	Position	Level	Step	Rate 2010
Vacant	Curator			
Berndt, Melanie	Preparator	Technical	2	21.70
Brodie, Sarah	Visitor Services	Support	1	16.15
Cole, Janet	Artsparks Coordinator	Coordinator	N/A	
Cole, Janet	Artsparks Instructor	Technical	1	21.33
Davis, Carol	Museum Educator	Technical	1	21.23
Edler, Mabel	Museum Educator	Technical	1	21.23
Kendall, Karli	Executive Assistant	Support	2	16.51
L'Hirondelle, Sharon	Receptionist	Support	3	16.87
Maourine, Evguenia	Historica Fair	Support	1	16.15
Miller, Valerie	Collections Coordinator	Coordinator	3	25.55
Norman, Lynn	Marketing & Communications Coordinator	Coordinator	3	25.55
Price, Brenda	TBD			
Smibert, Evan	Artsparks Instructor	Technical	1	
Townsend, Rosie	TBD			
Trentham, Rod	Programs Coordinator	Coordinator	3	25.55
Verrier, Kim	Registrar	Technical	1	21.23
Woodcock, Robert Grant	Museum Educator	Technical	1	21.23
L'Heurault, Dianne	Caretaker	Support	1	16.15
TBD	Part-time Receptionist	Support	1	16.15

Schedule "B" Pay Ranges 2010

Union Positions	<u>Step 1</u> 90%	<u>Step 2</u> 92%	<u>Step 3</u> 94%	<u>Step 4</u> 96%	<u>Step 5</u> 98%	<u>Step 6</u> 100%
Group 1 Coordinator	24.46 47,700	25.01 48,760	25.55 49,820	26.09 50,880	26.64 51,940	27.18 53,000
Group 2 Technician	21.23 41,400	21.70 42,320	22.17 43,240	22.65 44,160	23.12 45,080	23.59 46,000
Group 3 Support	16.15 31,500	16.51 32,200	16.87 32,900	17.23 33,600	17.59 34,300	17.95 35,000

Union Positions

Group 1

Collections Coordinator
 Artsparks Coordinator
 Education Programs Coordinator
 Marketing & Communications
 Coordinator

Group 2

Registrar
 Preparator
 Museum Educator
 Artsparks Instructor

Group 3

Receptionist
 Executive Assistant
 Visitor Services
 Historica Fair
 Caretaker
 Part-time
 Receptionist

Advancement on the grid from one step to the next shall be on the Employee's Seniority Date as established in Article 25 and provided the Employee receives an annual performance review indicating satisfactory performance.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**THE RED DEER & DISTRICT MUSEUM SOCIETY
(The “Employer”)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417 - 06
(The “Union”)**

It is agreed and understood between the Parties that those Employees who, prior to the ratification of the Collective Agreement, had been provided with entitlements in excess of that set out in the Collective Agreement will maintain their entitlements until such time as they qualify for an increase and/or increment pursuant to Article’s of this Collective Agreement, unless a separate Letter of Understanding dealing with an Individual, has been agreed to by the parties.

SIGNED THIS _____ DAY OF _____, 2010

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

**THE RED DEER & DISTRICT MUSEUM SOCIETY
(The “Employer”)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 417 - 06
(The “Union”)**

It is agreed and understood between the Parties that:

This letter of understanding will be in effect during the life of this Collective Agreement.

The following listed classifications are recognized to be included in the bargaining unit as described by the certifications issued by the Alberta Labour Relations Board No. 154- 2008:

Position		
	Executive Assistant	
Preparator	Receptionist	Caretaker
Visitor Services	Historica Fair	Part-time Receptionist
Artsparks Coordinator	Collections Coordinator	Programs Coordinator
Artsparks Instructor	Marketing &	Registrar
Museum Educator	Communications	Curator
	Coordinator	

SIGNED THIS _____ DAY OF _____, 2010

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

APPENDIX 1 JOB DESCRIPTIONS

